

EXHIBIT 2, Part 1

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT
OF PENNSYLVANIA

* * * * *

BENEZET CONSULTING, *
LLC and TRENTON POOL, *
Plaintiffs * Case No.
vs. * 1:16-CV-0074
PEDRO A. CORTES and *
JONATHAN MARKS, *
Defendants *

* * * * *

DEPOSITION OF

TRENTON POOL

September 27, 2016

COPY⁷

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1 DEPOSITION
2 OF
3 TRENTON POOL, taken on behalf of the Defendants
4 herein, pursuant to the Rules of Civil Procedure,
5 taken before me, the undersigned, Cynthia Piro
6 Simpson, a Court Reporter and Notary Public in and for
7 the Commonwealth of Pennsylvania, at the Offices of
8 Attorney General, Strawberry Square, Fifteenth Floor,
9 Harrisburg, Pennsylvania, on Tuesday, September 27,
10 2016 beginning at 11:00 a.m.
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OBJECTION PAGE

ATTORNEY PAGE
NONE MADE

1 ATTORNEY JOEL:
 2 Great. I'm going to mark that as
 3 Defendant's 4 is what I think we're up to.
 4 (Defendant's Exhibit 4 marked for
 5 identification.)
 6 CELL PHONE RINGS
 7 OFF RECORD DISCUSSION
 8 EXAMINATION
 9 BY ATTORNEY JOEL:
 10 Q. Mr. Pool, I'm showing you what has been marked as
 Defendant's Exhibit 4. Take a minute and take a look
 at it. I've got just a few preliminary questions on
 it.
 14 A. Yes.
 15 Q. My first question's going to be have you seen it
 before? Have you seen Defendant's Exhibit 4 before?
 17 A. Yeah, I mean, this is what we filed to bring the
 action against the State; correct?
 19 Q. No.
 20 ATTORNEY ROSSI:
 21 No. The Deposition Notice that was sent
 to you.
 23 A. Oh, no, I haven't seen it.
 24 BY ATTORNEY JOEL:
 25 Q. Okay.

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PROCEEDINGS

TRENTON POOL, HAVING FIRST BEEN DULY SWORN, TESTIFIED
AS FOLLOWS:

ATTORNEY JOEL:
So we just had a discussion amongst
Counsel and just so that everything is clear, Mr. ---
well, today's deposition is noticed as a 30(b)(6)
deposition for Benezet Consulting, LLC. I will mark
in a second the Deposition Notice, but Mr. Pool is
here, I'm assuming, to testify on behalf of Benezet
for all topics in the Notice of Deposition?

ATTORNEY ROSSI:

Yes. Correct.

ATTORNEY JOEL:

Mr. Pool was also noticed individually,
because he's an individual Plaintiff, to be deposed
tomorrow. What we've agreed to do is, do one
deposition for both purposes so that any answer Mr.
Pool gives will be deemed to be an admission on behalf
of Benezet Consulting and on behalf of himself
individually as a Plaintiff. Is that agreeable?

ATTORNEY ROSSI:

Counsel agrees.

1 A. He told me I have a deposition.
 2 Q. If you would look on --- to Attachment A, I think
 it is, probably on the third page. Take a minute,
 read those, and my question is going to be, and we've
 already confirmed this but I just want to make sure
 that it's on the record through you, that you are
 here, prepared and ready to provide testimony on
 behalf of Benezet that will bind Benezet on all of
 those issues?
 10 A. Yes. I can testify.
 11 Q. Please state your full name.
 12 A. Trenton Don Pool.
 13 Q. And where do you live?
 14 A. I live in Dripping Springs, Texas.
 15 Q. What's the address?
 16 A. 3800 Creek Road.
 17 Q. What's the address for Benezet Consulting?
 18 A. The same.
 19 Q. And it's 3800 Creek Road, Dripping Springs?
 20 A. Yes, sir.
 21 Q. What's the zip code there?
 22 A. 78620.
 23 Q. Have you ever been deposed before?
 24 A. I have.
 25 Q. How many times?

3 (Pages 6 to 9)

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1 A. Twice.
 2 **Q. Were either of those times in connection with**
 3 **your work as a signature collector?**
 4 A. Once, yeah.
 5 **Q. When was that deposition?**
 6 A. That deposition was --- I don't recall the exact
 7 date, but it was in 2015.
 8 **Q. Why were you being deposed?**
 9 A. Signature gathering for Houston Equal Rights
 10 Ordinance.
 11 **Q. Was Benezet hired to gather signatures for this**
 12 **Houston Equal Rights Ordinance?**
 13 A. I was, as an individual.
 14 **Q. Did you gather signatures for that ordinance?**
 15 A. I did.
 16 **Q. And then what happened? Did somebody object?**
 17 **Did somebody challenge the signatures? How was it**
 18 **that it ended up in court with you being deposed?**
 19 A. It was a circus, but basically the mayor did not
 20 want to give the ballot access, so she fought tooth
 21 and nail and I ended up being the collateral damage.
 22 She wanted to depose all the pastors and I got deposed
 23 with them.
 24 **Q. Was the nature of your deposition trying to**
 25 **challenge the signatures or the process by which you**

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1 gathered the signatures to invalidate them, what
 2 was ---?
 3 A. The nature of my living. I think it was just to
 4 defend, yeah, the authenticity of the signatures.
 5 **Q. Okay.**
 6 A. They had a million questions. I mean, I don't
 7 know what their agenda was, but I know that I
 8 testified on, you know, mainly that.
 9 **Q. And it was a deposition?**
 10 A. It was a deposition.
 11 **Q. And did the deposition actually take place in**
 12 **Texas?**
 13 A. It did.
 14 **Q. So you personally attended someplace in or around**
 15 **Houston?**
 16 A. It was in Fulbright & Jaworski's office in
 17 downtown Austin.
 18 **Q. In Austin? Okay. Thank you for that. The**
 19 **reason why I asked you if you'd ever been deposed is**
 20 **I'd like to set some ground rules.**
 21 A. Sure.
 22 **Q. You probably have heard some of them, you**
 23 **probably know them, but I just want to get them out**
 24 **there.**
 25 **First of all, can you make sure to answer**

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1 verbally? Yes, no, whatever explanation you want to
 2 give is fine as long as it's the truth. Please stay
 3 away from nonverbal communication, shrugs, nods,
 4 uh-huhs, uh-uhs. A, because it's hard for our court
 5 reporter to take it down and B, because when we read
 6 this in the future we won't know what your inflection
 7 was, so we won't know what your answer was. Is that
 8 okay?
 9 A. Understood, yes.
 10 **Q. At any point if you don't hear me, you don't hear**
 11 **a question, just ask me to repeat it and I'll be happy**
 12 **to do so. Is that okay?**
 13 A. Yep.
 14 **Q. If at any point you don't understand a question,**
 15 **tell me what's confusing, ask me to rephrase it. I**
 16 **want to make sure that you're understanding what I'm**
 17 **asking, okay?**
 18 A. No problem.
 19 **Q. With that, can we be agreed then that if you do**
 20 **answer a question, you've heard me, understood me and**
 21 **answered truthfully to the best of your knowledge?**
 22 A. Sure.
 23 **Q. If at any point you'd like to take a break,**
 24 **that's fine as well. The only thing I ask is, answer**
 25 **whatever question is on the table, then we take**

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1 **whatever break you want. Okay?**
 2 A. Yep.
 3 **Q. I'm going to talk about Benezet. When was**
 4 **Benezet formed?**
 5 A. 2013.
 6 **Q. And it is an LLC?**
 7 A. It is.
 8 **Q. Has it been an LLC throughout its existence?**
 9 A. It has.
 10 **Q. Are there shareholders of Benezet ---?**
 11 A. Actually, 2014, sorry.
 12 **Q. Okay. Are there shareholders of Benezet?**
 13 A. I mean, I am.
 14 **Q. So you, Trenton Pool, are the only shareholder of**
 15 **Benezet?**
 16 A. Yes, sir.
 17 **Q. What is the nature of work that Benezet does?**
 18 A. We do political consulting, but mainly focus on a
 19 very niche part of consulting, political consulting,
 20 which is ballot access. Signature gathering. That's
 21 our primary focus.
 22 **Q. And has Benezet been continuously involved in**
 23 **that focus of ballot access signature gathering from**
 24 **2014 to the present?**
 25 A. No. We've done other stuff.

4 (Pages 10 to 13)

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Q. What other stuff has Benezet done?

A. I was a consultant and campaign manager for Don Zimmerman, Austin City Councilor. He got elected in 2015. Benezet --- this is me as Trent Pool, I mean, it's so confusing because no one really knew my company until this year, so I didn't really ever use it, I just had it. But I would say, I mean that is something I've done.

Q. Okay.

A. Can I ask him a question?

Q. Sure.

A. How do I answer this stuff that's like --- because it's kind of jumbled as to what was done by Trent as an individual versus Trent ---?

ATTORNEY ROSSI:

Well, just clearly state when you were doing something as ---

A. Benezet?

ATTORNEY ROSSI:

--- as Benezet, you state as Benezet.

A. Okay.

ATTORNEY ROSSI:

And that if after the formation ---

anything before the formation of Benezet you did on your own. I think opposing Counsel will understand

Q. So getting back, what I was interested in, has Benezet been involved in this ballot access signature-gathering niche from its formation of 2014 through the present?

A. Yes, it has.

Q. So first I want to talk about what Benezet has done. Campaigns it's worked on, people it's used, that sort of stuff. Then, as I understand it from our previous meeting at the PI hearing, you probably did some of this work before forming Benezet as an individual and I want to talk about that also. Okay? So for now, let's talk about Benezet and then we'll circle back, okay?

A. All right.

Q. So if Benezet was formed in 2014, what elections, campaigns, candidates, parties, referenda has it worked on from that point to the present?

A. I would say ---.

Q. And by that I'm wanting to know, and if you don't give me all this, we'll follow up, that's fine, but the type of stuff I'm interested in is who the candidate was, what the party was, what the initiative was, what year it was, what election cycle it was before, what state it was in, those sorts of things.

Okay?

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that and it will be clear in the record. Once Benezet Consulting was formed, if you did anything on your own, my recommendation is to specifically denote that you're doing this on your own and not through Benezet. I would assume, and ask Counsel that, from the point Benezet was formed, anything after would be assumed to be Benezet unless he specifically says ---

ATTORNEY JOEL:

That's fine.

ATTORNEY ROSSI:

--- I was doing it on my own. Is that ---?

ATTORNEY JOEL:

That's fine.

A. I mean, my client ---.

ATTORNEY ROSSI:

That way, to keep the record straight.

A. Tom didn't even know I had a company, he was just like paying me whatever he could, you know? But we got him elected, and then I ended up working for him at the City Hall, and then before then I had done the Equal Rights Ordinance, so, that was a --- so all that stuff was done under my name, but, I mean, yeah. I still think that kind of helps answer your question.

BY ATTORNEY JOEL:

A. All right. And then, again, I have, there's two different entities. One's me as an individual, one's Benezet. I had Benezet formed and I was still doing this stuff, so people weren't writing checks under Benezet. They weren't even, you know, I wasn't even really using the name. No one even knew I had it. No website, it just was a formed LLC. So for those things, I mean, should I omit them?

Q. Let's talk about the ones that Benezet was formally involved in.

A. Okay, so ---.

Q. Then, if there are additional ones during this period that Benezet was not involved in but you were involved in, we'll talk about those, and then we can do the things that occurred pre-Benezet. Okay?

A. So I would say that the stuff Benezet's done is mainly this stuff this year. Ballot access for Ted Cruz, Rand Paul, working under Mike Arno and then working direct for the Cruz campaign in various states. Also I put you all's former senator, Rick Santorum on the ballot in Indiana, where I got half of his signatures. What else did we do? This is all for 2016. We did a citywide petition in Pittsburgh. We did a Rocky De La Fuente for president, all of his ballot access or most of his. I think we put him on

5 (Pages 14 to 17)

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1 about 17 states this summer. And I think that's
 2 pretty much it.
 3 **Q. Great. I appreciate that. I've got some follow**
 4 **up to make sure that I have the full information. So**
 5 **what states did you collect signatures for --- did**
 6 **Benazet collect signatures for, for Senator Cruz?**
 7 A. We did Illinois, Indiana, Vermont, Rhode Island,
 8 Delaware, I've got to check that, I think we did
 9 Delaware, but it was --- it doesn't matter. Okay.
 10 Pennsylvania. I think that's --- yeah.
 11 **Q. For Senator Rand Paul, what states did you ---**
 12 **did Benazet collect signatures in?**
 13 A. We helped in Illinois and then we did all of
 14 Indiana. And then that was it. He dropped out.
 15 **Q. For former Senator Santorum, what states did**
 16 **you ---?**
 17 A. Just Indiana. Just Indiana. And we actually
 18 collected for Rocky De La Fuente as a Democrat in
 19 Indiana, too.
 20 **Q. So for Rocky De La Fuente, where did you collect**
 21 **for him?**
 22 A. Wisconsin, Indiana, Pennsylvania, and also I
 23 think we did some Illinois. As a Democrat.
 24 **Q. So for Rocky De La Fuente, Wisconsin, Indiana,**
 25 **Pennsylvania and Illinois was for him to get on the**

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1 **Democratic primary in those states?**
 2 A. Yes, sir.
 3 **Q. Have you done other work for Rocky De La Fuente**
 4 **to get him on as a third party or an Independent**
 5 **candidate?**
 6 A. Yeah.
 7 **Q. Where have you done that work?**
 8 A. Oh, man. Pennsylvania, Ohio, South Dakota, North
 9 Dakota, Wyoming, Montana, Washington ---.
 10 **Q. Washington State or the District of Columbia?**
 11 A. State. New Mexico, where else did we do?
 12 Minnesota, --- no, that was --- Wisconsin, Virginia,
 13 Alabama, Mississippi. I think that's it.
 14 **Q. And this is all ---?**
 15 A. Oh, Massachusetts, Connecticut, New Hampshire,
 16 Rhode Island. We'll go with that. New York.
 17 ATTORNEY ROSSI:
 18 Did you do any in Georgia?
 19 A. Very few, but yeah, we did some in Georgia.
 20 ATTORNEY ROSSI:
 21 Sorry, I didn't mean to ---.
 22 ATTORNEY JOEL:
 23 No, that's fine. Thank you for
 24 prompting him so we have a complete list.
 25 A. Paul's been helping us there, so.

Page 20

1 ATTORNEY JOEL:
 2 I'm sorry, what?
 3 A. I'm sorry, nevermind.
 4 BY ATTORNEY JOEL:
 5 **Q. And this is all for the 2016 presidential**
 6 **campaign?**
 7 A. Yeah. For his Independent.
 8 **Q. So did Benazet do --- as Benazet, do any**
 9 **signature collecting for any elections in 2015, in**
 10 **that cycle?**
 11 A. No.
 12 **Q. And how about in the 2014 cycle?**
 13 A. No.
 14 **Q. Did Benazet have a contract with the Cruz**
 15 **campaign for any of the states for which Benazet**
 16 **collected signatures?**
 17 A. Yes.
 18 **Q. For all of them? For some of them?**
 19 A. Some of them.
 20 **Q. Which ones did you have contracts for?**
 21 A. I was direct with the Cruz campaign in
 22 Pennsylvania, Vermont, Rhode Island and I believe
 23 Delaware, but I'll have to double check Delaware. And
 24 you all should have the contract that I had with them.
 25 It's in the Discovery somewhere.

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1 **Q. And then how about Indiana and Illinois?**
 2 A. Indiana and Illinois I was a subcontractor. It
 3 was a weird arrangement but I had basically been hired
 4 by both the person they had contracted and the Cruz
 5 campaign directly almost virtually the same time.
 6 They both called me.
 7 **Q. What was the other contractor who used to**
 8 **contractor with ---?**
 9 A. Michael Arno. Michael Arno. He runs Arno
 10 Petition Consultants, one of the biggest ---.
 11 **Q. Where is he out of?**
 12 A. California, but I think they're moving to D.C.
 13 **Q. For Senator Paul in Illinois and Indiana ---?**
 14 A. Both subcontracted through Michael Arno. Sorry,
 15 if I should wait 'til the end, sir.
 16 **Q. That was one of my rules and I forgot to mention**
 17 **it. Yeah, try hard, because it'll be easier for our**
 18 **court reporter.**
 19 A. Yes, sir.
 20 **Q. So both Illinois and Indiana for Senator Paul**
 21 **were as a subcontractor for Arno?**
 22 A. That's correct.
 23 **Q. Benazet subcontracted with ---?**
 24 A. Benazet was subcontracted. And I believe that
 25 contract is in the Discovery as well.

6 (Pages 18 to 21)

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Q. How about for Rick Santorum?

A. That was direct through their campaign, through Jessica Colon, who is their campaign assistant. Now, I didn't put in there that I was contracted to do Trump. We did very few Trump signatures. My guys love doing them. I think that we got him, you know, 500 or 1,000 in Indiana. Pennsylvania I got contracted as soon as our first hearing was over and they pulled the contract from me almost within a day of doing --- I did exactly what you said, I reached out to the local Allegheny County party, asked for local Republicans to walk with me. She got mad, said that we don't trust --- you know, basically don't trust the local Republicans. You know how campaigns are, and they pulled the contract from me. So I ended up not making the money that I should've, but that is one contract I had taken from me. That's the only contract that was pulled.

Q. So did you collect any signatures for Donald Trump in Pennsylvania?

A. No, I did not.

Q. How about in Indiana?

A. Yes, we did. I didn't personally, but my people did.

Q. Benezet did?

Page 23

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A. Yes, some of them.

Q. And was that through a contract between the Trump campaign and Benezet or was that a subcontractor relationship?

A. We were subcontracted by his primary.

Q. And who was that?

A. Edee Baggett.

ATTORNEY RADZIEWICZ:

Edee what?

A. Edee Baggett, E-D-E-E B-A-G-G-E-T-T-E. She runs National Ballot Access, I believe is the company.

BY ATTORNEY JOEL:

Q. For Mr. De La Fuente as a Democrat, did you contract directly with the De La Fuente party, ---

A. Yes.

Q. --- or campaign, or with somebody ---?

A. No, no. As a Democrat we were contracted through his --- we were subcontracted.

Q. You're subcontracted?

A. Yeah. As a Democrat, we were subcontracted.

Q. And who was the contractor?

A. His name is Shawn Wilmoth and he runs Signature Masters, LLC.

Q. So this Signature Masters had the contract with Rocky's campaign and then Signature subcontracted with**Benezet to gather some of the signatures?**

A. Exactly.

Q. How about with Rocky as an Independent?

A. As an Independent, I'm contracted directly with Rocky.

Q. Benezet?

A. Benezet.

Q. And going back to Senator Cruz, I'm not sure if I asked this and I probably know the answer but just to make sure, did Benezet actually collect signatures for Senator Cruz in Illinois, Indiana, Vermont, Rhode Island, Delaware and Pennsylvania?

A. Yes. Of course.

Q. And did Benezet actually collect signatures for Senator Paul in Illinois and Indiana?

A. Yep.

Q. And did Benezet actually collect signatures for Senator Santorum in Indiana?

A. Yep.

Q. And did Benezet actually collect signatures for Donald Trump in Indiana?

A. Yep.

Q. And did Benezet actually collect signatures for Rocky De La Fuente as a Democrat in Wisconsin, Indiana, Pennsylvania and Illinois?

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A. Yes.

Q. And did Benezet actually collect signatures for Rocky De La Fuente as an independent candidate in Massachusetts, Connecticut, New Hampshire, Rhode Island, New York, Georgia, Pennsylvania, Ohio, South Dakota, North Dakota, Wyoming, Montana, Washington, New Mexico, Wisconsin, Virginia, Alabama and Mississippi?

A. Yes. Alaska too. Sorry.

Q. So in addition to those states I just read, Rocky De La Fuente as an Independent, Benezet collected signatures for Mr. De La Fuente to be on the general election ballot in Alaska?

A. Alaska and California as well, I'm sorry.

Q. That's fine. Thank you. Now, does Benezet have any employees?

A. No. Well, I have a part-time employee right now.

Q. Okay. Who's that?

A. I don't know. Her name is Carly Rose Jackson. She does like scheduling of events, and that's it.

Q. Benezet does not have any employees who are signature gatherers, though?

A. Uh-uh (no).

Q. Can you say yes or no?

A. No.

7 (Pages 22 to 25)

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1 **Q. Am I correct that Benezet uses various**
 2 **individuals out in the field to collect signatures?**
 3 A. Yes.
 4 **Q. Is that a contractor-type relationship?**
 5 A. Yes.
 6 **Q. Who has Benezet used for any or all of the**
 7 **campaigns? I'm not sure which way is easier for you**
 8 **to list. If you want to go state by state we can. If**
 9 **there's an easier way to do it, we can do that, too.**
 10 A. This is going to be tough, but ---. Most of them
 11 I think I've given to you guys already. But yeah, we
 12 can go state by state. So Cruz, the stuff from
 13 January, pretty easy. Jake Witmer ---.
 14 **Q. All right, so, hold on. So is this for Cruz or**
 15 **is this January? I just want to make sure that I'm**
 16 **taking accurate notes.**
 17 A. Well, there's two different periods, right?
 18 **Q. Okay.**
 19 A. So the stuff in January is going to be all of the
 20 primary stuff, okay? Anyone who was running in the
 21 primary, the people that were working for me we're
 22 circulating for.
 23 **Q. Correct.**
 24 A. And then the stuff now, I mean, I probably
 25 couldn't even --- I'd have to come back and amend the

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1 record for the stuff now because I don't even know ---
 2 I have to go through my records, okay?
 3 **Q. So let's talk about ---.**
 4 A. About 50 guys. Fifty (50) or so guys.
 5 **Q. So let's set it up like this. The work for Cruz**
 6 **in all of those states was Cruz as a Republican, so it**
 7 **was to get him on primary ballots?**
 8 A. Yeah.
 9 **Q. And work for Paul was as Paul as a Republican to**
 10 **get him on primary ballots?**
 11 A. Yep.
 12 **Q. The work for Santorum was Santorum as a**
 13 **Republican to get him on the primary ballot?**
 14 A. Yep.
 15 **Q. The work for Trump was as a Republican to get him**
 16 **on the primary ballot?**
 17 A. Yeah.
 18 **Q. The work for Rocky as a Democrat was to get him**
 19 **on a primary ballot?**
 20 A. Sure.
 21 **Q. In all of the states that you've listed that you**
 22 **collected for?**
 23 A. Yeah. So these are going to be the guys that
 24 worked on the primary ballot.
 25 **Q. That's fine.**

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1 A. So Jacob Witmer is number one. Andy Jacobs is
 2 number two. Robert Lynch is number three. Milton
 3 Lukens is number four. William Wright is number five.
 4 **Q. How do you spell Wright? W-R ---?**
 5 A. W-R-I-G-H-T. Who else did we have? Mark Gailey
 6 is number six. Nicholas --- I know there's more.
 7 Nicholas Sumbles, me, you know. There's about ten.
 8 How many do I have?
 9 **Q. You have eight right now.**
 10 A. Okay.
 11 ATTORNEY ROSSI:
 12 What about the husband and wife team in
 13 Pennsylvania?
 14 A. Husband and wife team? Oh. Edward Mason and
 15 Denise Mason. That's a good point. Michael
 16 Alexander. Brian Lyra.
 17 ATTORNEY ROSSI:
 18 Lynch.
 19 A. Oh, yeah, Robert Lynch, I already said that. A
 20 guy named Gerald Bundy. Gerald Bundy.
 21 BY ATTORNEY JOEL:
 22 **Q. Gerald? Gerald?**
 23 A. Gerald Bundy, B-U-N-D-Y. And, yeah. I think
 24 that's a good --- and later I can come back and put in
 25 there.

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1 **Q. If something comes to you that's fine. We're**
 2 **going to continue this tomorrow so if it comes to you**
 3 **we can update tomorrow, that's fine.**
 4 A. Okay.
 5 **Q. We spoke with Mr. Witmer yesterday.**
 6 A. Yep.
 7 **Q. While we're talking about him, he said that there**
 8 **was some dispute between him and Benezet over money**
 9 **owed. What can you tell me about that?**
 10 A. Oh. He says that I owe him \$900 from Georgia
 11 which is not true.
 12 **Q. Why is it not true? What do you understand his**
 13 **point of view to be and what's your point of view on**
 14 **it?**
 15 A. I sent him, basically, an e-mail which is in the
 16 Discovery showing the times that I put cash into his
 17 account, okay? He hasn't invoiced me correctly, okay?
 18 So I'm going off of the signatures that I wrote down
 19 that he collected for Pennsylvania as a Democrat. We
 20 all lost basically --- all of the Rocky De La Fuente
 21 stuff, who was the primary client in Pennsylvania, I
 22 ended up losing money on, because I went out of
 23 pocket, I paid witnesses, I even went out and paid ---
 24 I settled with every petitioner who worked for me. I
 25 lost a lot of money because the guy, Shawn Wilmoth,

8 (Pages 26 to 29)

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1 ripped off Benezet for about \$30 grand, okay? \$22,500
 2 actually. He refused to pay me, okay?

3 **Q. And that was ---?**

4 A. That was for Rocky De La Fuente as a Democrat in
 5 Pennsylvania.

6 **Q. And that was subcontract work?**

7 A. I was subcontracted through him.

8 **Q. And why didn't he pay you?**

9 A. Because he's a scumbag. And so that's actually
 10 why I'm working for Rocky now. I contacted him and
 11 told him what had happened. He was shocked and he
 12 asked me to start working for him now. So Jacob and
 13 me went to Georgia to go and help the green party
 14 there. And when we got there, there was a lot of
 15 issues. But one of them was they were using the wrong
 16 size paper, subcontractor fault. And then the other
 17 one was, there was a discrepancy on separation by
 18 counties, okay? We basically ended up doing a lot of
 19 work in two days and not really having any legitimate
 20 right to bill for it. And Jake, being the stubborn
 21 individual I know him to be, demanded that I paid him
 22 \$1,000 immediately. I went through the books and had
 23 my fiancee go through the books before we got back
 24 from Georgia, because we had done a job in New Mexico
 25 --- oh, I forgot to put that down there. We did

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1 Better for America in New Mexico and Arkansas.

2 BRIEF INTERRUPTION

3 A. Arkansas. That's under Michael Arno.

4 BY ATTORNEY JOEL:

5 **Q. All right. So Better for America in New
Mexico ---**

6 A. Yeah.

7 **Q. --- and Arkansas?**

8 A. Yeah.

9 **Q. That was a subcontractor?**

10 A. Through Michael Arno. That was this summer. As
 11 an Independent party.

12 **Q. And that was to get that party ---**

13 A. On the ballot.

14 **Q. --- on the ballot?**

15 A. Yeah. So me and Jake had flown down to New
 16 Mexico, we'd done a lot of work, and on the plane ride
 17 there I gave Jake a check to settle with him on the
 18 Rocky campaign of the money he was still owed.
 19 Because I felt bad, you know? These guys lost money,
 20 I'm making money, it's time to pay them back. Jake, I
 21 believe, was still owed money. He says that he was
 22 owed \$2,000, so I wrote him a check on the plane for
 23 \$1,500. When I gave Carol this information, my
 24 fiancée, she said, that's not correct. Immediately,

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1 she told me that. And I said, well, show me what's
 2 wrong, we'll figure it out. It took until after we
 3 got back from Georgia, which was a week or so later,
 4 she said, look, you know, you got to look at this. We
 5 have actually paid Jake. We owed him \$450 at the time
 6 that I wrote him that \$1,500 check. For all of his
 7 work in Pennsylvania from January. We were making
 8 cash deposits into his account as well as check
 9 deposits all to his Chase bank. And obviously he
 10 didn't know that. We sent him proof of that, you
 11 know, and that's what it is. So he's saying I owe him
 12 money. He, actually, technically owes us a little bit
 13 of money. And on top of that he screwed me over this
 14 summer, so I'm not too happy with him.

15 **Q. How'd he screw you over this summer?**

16 A. He took a contract that I had with Rocky and
 17 offered, like, bottom-of-the-barrel price to get it
 18 done in North Dakota and then he just stopped
 19 answering his phone, so I had to send people in there
 20 and get it done anyway, and I probably lost \$3 or \$4
 21 --- it's not a big deal, because I'm fine, but, I
 22 probably lost \$9 or \$10 grand.

23 **Q. Who, and if you can't remember them all, that's
24 fine, for the general election ballot, that's the work
25 you're doing for Rocky now?**

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1 A. Yes, sir.

2 **Q. And who were the folks that Benezet engaged to be
3 out in the field collecting those signatures?**

4 A. There's so many I couldn't name them now, but
 5 mainly, most of the people on that list, with the
 6 exception of --- well, no, he worked too. I was going
 7 to say Jake. Robert Lynch worked --- they've all
 8 worked for me this summer. Except for Mark Gailey.
 9 He's out of the signature-gathering business. And
 10 then there's a bunch of new people, there's probably
 11 close to about 30 or 40 people. Tim Hale (phonetic)
 12 comes to mind. Mildred Almeida, Paulie Frankel ---.

13 **Q. Do you know how to spell Almeida?**

14 A. No. A-L-M-E-I-D-A, I think is the way you do it,
 15 but ---.

16 **Q. Okay, Paulie ---?**

17 A. Paulie Frankel, yeah. I'm going to have to come
 18 with y'all with the list. Is that okay?

19 **Q. Yeah, that's fine. That's fine.**

20 A. There's about 30 guys yet.

21 **Q. We've got three right now. If you can look at
22 anything, either over a break ---.**

23 A. I can go through my texts, probably is what I'll
 24 do.

25 **Q. That's fine. That's fine. And after the break**

9 (Pages 30 to 33)

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1 **we can update that or tomorrow morning we can update**
 2 **that.**
 3 A. Sure. That'll be --- so we don't waste too much
 4 time.
 5 **Q. That's fine. I appreciate it. So the next thing**
 6 **I want to know is, I know some of the people but I**
 7 **don't know all of them. Witmer, I understand, is a**
 8 **resident of Alaska. Jacobs is a resident of**
 9 **Pennsylvania; correct?**
 10 A. He is, yeah.
 11 **Q. You laugh about Witmer. He's here, there and**
 12 **everywhere?**
 13 A. I don't know. Resident of Alaska, that sounds
 14 --- I don't know. Whatever. I guess, yeah. I don't
 15 know where he --- if that's what's listing, that's
 16 what he's listing, man.
 17 **Q. Why? Where do you think he's from?**
 18 A. I mean, I haven't known him to be in Alaska since
 19 we were in Alaska in like 2006, so if he's been there
 20 since then, that's news to my ears, I mean, whatever.
 21 **Q. Where do you think he is?**
 22 A. He's in Illinois.
 23 **Q. Jacobs is in Pennsylvania; correct?**
 24 A. Jacobs is in Pennsylvania.
 25 **Q. How about Lynch?**

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1 A. Massachusetts somewhere.
 2 **Q. Brian Lyra is Massachusetts?**
 3 A. Massachusetts as well, yes.
 4 **Q. Gerald Bundy?**
 5 A. Pennsylvania.
 6 **Q. How about Tim Hale?**
 7 A. I think Ohio.
 8 **Q. Mildred Almeida?**
 9 A. Florida.
 10 **Q. Paulie Frankel?**
 11 A. Alabama.
 12 **Q. Now, when Benezet engages any of these people to**
 13 **go out and collect signatures, is there a written**
 14 **contract? Is it just oral, calling them and saying I**
 15 **need you here? How does that work?**
 16 A. It's a combination. So people that I've used
 17 before and we have pretty much --- in the perfect
 18 world, yes, we give them a written contract, but a lot
 19 of these drives we did this summer were six or seven-
 20 day drives, so it's hard to get all that paperwork
 21 processed. But, with that said, there is a lot of
 22 contracts from this summer with individuals.
 23 **Q. How does Benezet get paid, whether it's from the**
 24 **campaign or through a subcontract? Is it a per**
 25 **signature, is it a flat rate that Benezet gets? How**

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1 A. Lynch is Virginia.
 2 **Q. Lukens?**
 3 A. Lukens is Virginia or Kentucky or Florida.
 4 Wherever he happens to be. But mainly Kentucky.
 5 Yeah, Kentucky's his home. That's where I send his
 6 checks.
 7 **Q. William Wright?**
 8 A. South Dakota.
 9 **Q. Mark Gailey?**
 10 A. Kentucky.
 11 **Q. Who is now out of the business?**
 12 A. Out of the business.
 13 **Q. Nick Sumbles?**
 14 A. Maryland.
 15 **Q. You are Texas.**
 16 A. Uh-huh (yes).
 17 **Q. Ed Mason?**
 18 A. Pennsylvania.
 19 **Q. Denise Mason?**
 20 A. Pennsylvania.
 21 **Q. Michael Al --- Alex?**
 22 A. Alexander?
 23 **Q. Alexander.**
 24 A. Yeah, he's from Boston.
 25 **Q. Massachusetts?**

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1 **does that ---?**
 2 A. All of the above. I bill different ways.
 3 **Q. So for the work you did in Pennsylvania for Cruz,**
 4 **was that --- that Benezet did in Pennsylvania for**
 5 **Cruz, ---**
 6 A. Sure.
 7 **Q. --- was that per signature or was that a flat**
 8 **rate?**
 9 A. We did per signature. The client preferred that
 10 methodology of pricing.
 11 **Q. How about for Rocky as a Democrat in**
 12 **Pennsylvania?**
 13 A. That was per signature plus I had an allocated
 14 amount per hour for a witness, okay? I had also some
 15 expense money, so it was a combination. Expense money
 16 plus per-signature cost plus they assumed that I was
 17 going to have to spend money on witnesses. But I
 18 didn't get paid, so I mean ---.
 19 **Q. And then how about Rocky as an Independent in**
 20 **Pennsylvania, was that per signature?**
 21 A. That is, yeah. Plus expense money. And those
 22 contracts you should all have copies of.
 23 **Q. But other of your contracts, some of them you get**
 24 **flat rates?**
 25 A. No, it depends. I mean, I've told clients, I

10 (Pages 34 to 37)

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1 won't go over this price, so I assume that that's a
 2 flat rate.
 3 **Q. Are the majority of the contracts that Benezet**
 4 **gets, then, is it paid based on the signatures you**
 5 **collect?**
 6 A. Yeah. Yeah, the majority of them.
 7 **Q. So if you collect more signatures, Benezet makes**
 8 **more money?**
 9 A. Generally.
 10 **Q. And I'd like to understand sort of when that**
 11 **payment is made. Because as I understand the process,**
 12 **you can collect signatures in any number of states,**
 13 **submit them, somewhere along the way there's the**
 14 **ability for somebody to complain about them, challenge**
 15 **them, object to them. That, I don't think, is unique**
 16 **to Pennsylvania.**
 17 A. No, it's not.
 18 **Q. The process may be different here, but I would**
 19 **suspect that there is an ability for folks to**
 20 **challenge or complain in Virginia, in North Dakota ---**
 21 A. All over, yeah.
 22 **Q. --- in Alaska. Do you get paid when you submit**
 23 **the signatures or do you get paid after some period of**
 24 **time where we can figure out what the valid signatures**
 25 **really are?**

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1 A. No. My contract is clear that I get paid on the
 2 work produced, okay? So there is no indemnification
 3 clauses or anything like that, or anything that's
 4 guaranteed my work. Now, that's for Rocky. It
 5 depends. The Cruz campaign, I bill them per valid
 6 signature. Valid signature for Pennsylvania was what
 7 the laws say a valid signature are. You know what
 8 they are. I know what they are. So those were door-
 9 to-door gathered signatures. We did everything in
 10 front of the voters, or made sure --- and if they
 11 weren't door-to-door gathered we'd go and validate
 12 them, and then I would just bill them for the valid
 13 signatures, so it all kind of is variable, but it's
 14 mainly done --- and they --- yeah.
 15 **Q. Then how do you pay your folks? The Jacob**
 16 **Witmers of the world, the Andy Jacobs of the world,**
 17 **the Robert Lynches of the world? Would you pay them**
 18 **--- that was a bad question. Do you pay them per**
 19 **signature or do you pay them an hourly rate or do you**
 20 **pay them a flat fee?**
 21 A. No, they're paid per signature.
 22 **Q. So let's take, as an example, just to make sure**
 23 **that I understand it, let's say you're collecting**
 24 **signatures in Pennsylvania for Senator Cruz, okay?**
 25 **You had a contract with the Cruz campaign; correct?**

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1 A. Uh-huh (yes).
 2 **Q. You have to say yes or no, for ---.**
 3 A. Yes, sir.
 4 **Q. Do you remember what the price per signature**
 5 **Benezet was getting on that?**
 6 A. I think it was \$6. \$6 or \$7.
 7 **Q. And was there anything built in there additional**
 8 **for witnesses or for ---**
 9 A. No. No.
 10 **Q. --- expenses?**
 11 A. Nope. I was pretty fair with them, I just
 12 charged them \$7 a signature.
 13 **Q. But I'm assuming that the \$7 you quoted them and**
 14 **charged them at least built in your overhead,**
 15 **meaning ---**
 16 A. Yeah.
 17 **Q. --- expenses, witness fee if there was one,**
 18 **notarization fee, all that sort of stuff?**
 19 A. Sure.
 20 **Q. I mean, you certainly ---?**
 21 A. We did have a --- I think there was a couple
 22 grand allocated for notarization. That's what it was.
 23 It was like \$2 grand for notarizations and \$6.50 a
 24 signature, we'll say.
 25 **Q. You certainly didn't quote them a signature rate**

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1 **that you knew going in was going to lose you money?**
 2 A. No.
 3 **Q. You're in this to make money?**
 4 A. Yes. However, I am a supporter of Senator Cruz.
 5 **Q. I understand that.**
 6 A. So we're trying to do it as cheap as possible,
 7 plus we worked for him in a few states and made pretty
 8 good money. I will say, though, that in Cruz's case,
 9 I only took on the districts that I could actually do.
 10 Like, I didn't go and try to start sourcing witnesses
 11 from all of the states, so I only did a handful of the
 12 districts, I didn't do the whole state for him.
 13 **Q. So if you were charging Cruz campaign \$6.50 a**
 14 **signature, how much did Benezet then pay to whoever**
 15 **collected for you? Jake Witmer or Andy Jacobs or**
 16 **Robert Lynch, whoever was collecting for you in**
 17 **Pennsylvania?**
 18 A. That's private. It's all --- I don't think we'll
 19 mention ---.
 20 ATTORNEY ROSSI:
 21 There's a confidentiality agreement
 22 here.
 23 A. Yeah, so these guys are getting \$3.50 a
 24 signature.
 25 BY ATTORNEY JOEL:

11 (Pages 38 to 41)

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1 Q. And you told me who worked for you in the primary
 2 and in the general, at least as far as you could
 3 remember for the general. Who worked for Benezet
 4 collecting signatures for any of the Pennsylvania work
 5 that Benezet did? Whether that was Cruz, I guess
 6 Rocky as a D, Rocky as an Independent, or the Open
 7 Pittsburgh thing?

8 A. Who?

9 Q. Yeah.

10 A. Who was working?

11 Q. Yeah.

12 A. Well, I've given you a long list and we're going
 13 to go back and amend it later.

14 Q. That's fine. Well, here's what I'm trying to
 15 figure out. Did Witmer collect for you in
 16 Pennsylvania or did Jacobs or did Lynch or did all of
 17 them, or did some of them?

18 A. All of them. All of them collected in
 19 Pennsylvania at some point or another. Some of them
 20 collected all the drives, some of them only did one,
 21 some of them, you know ---.

22 Q. So these people that you listed for the primary
 23 and the general, and those who carried over from the
 24 primary to the general, those who did both, it's your
 25 testimony that all of those people, at least at some

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1 Benezet charged? Was it a per signature or was it a
 2 flat rate?

3 A. I was going to charge them originally like, I
 4 think, \$8 a signature. And then that was because of
 5 the requirement they have. The city charter, as you
 6 know, requires you to follow the nominating petition
 7 laws. And so that would have to cover witnesses, the
 8 whole enchilada, as we did in the primary. And it was
 9 going to slow us down tremendously so I really
 10 honestly didn't even --- I would do it to help them
 11 because I believed in their cause and mission but I
 12 just didn't really --- we couldn't really afford ---
 13 we didn't have the manpower, so to speak, at the time,
 14 so I made it a high price. He didn't like that price.
 15 They didn't have the budget, so I recommended that
 16 they look into the legality of that law, the
 17 constitutionality of that requirement, as I did. And
 18 they actually ended up taking that out, and I believe
 19 they contracted the best advocate in Pennsylvania over
 20 here, and so they --- I guess they got it struck and
 21 then they called me up and asked if we'd help come
 22 back in. We had like three or four days. And we had
 23 conveniently just finished the State of Ohio, so I
 24 took everyone from Ohio and came into Pennsylvania and
 25 just basically handled it in like four days.

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1 level, were in the Commonwealth of Pennsylvania
 2 collecting signatures?

3 A. Yeah. And like I said, there's probably closer
 4 --- for the Open PGH stuff, I mean there's like 30, 40
 5 guys.

6 Q. Let's talk about that since you brought it up.
 7 You know what Open Pittsburgh is?

8 A. Sure.

9 Q. How did you become aware of their desire to ---
 10 strike that.

11 Did Benezet contract with Open Pittsburgh to
 12 collect the signatures? Was it Trenton Pool, or ---?

13 A. It was Benezet.

14 Q. And was that directly with Open Pittsburgh?

15 A. Yes.

16 Q. When did you first become aware of that
 17 opportunity?

18 A. They contacted me. They saw one of our
 19 petitioners in Allegheny County. He gave them my
 20 card. They contacted me to do the drive in July.
 21 Early July or late June.

22 Q. Was there a formal written contract between
 23 Benezet and Open Pittsburgh?

24 A. No, we really didn't have time.

25 Q. What did you quote --- what was the price that

1 Q. How much did you charge them per signature when
 2 you came in on that three to four days?

3 A. I think I asked them for \$4 a signature.

4 Q. How many people did you put into Pennsylvania to
 5 collect the signatures --- I'm sorry, did Benezet put
 6 in?

7 A. I'd have to go look, to see the records, but
 8 probably 25. Around there.

9 Q. Can you remember the names of any of them?

10 A. A lot of them are on that list I started over
 11 there, the four or five guys. Ed Mason was there,
 12 Gerald Bundy was there.

13 Q. I'm sorry, ---?

14 A. So the list that you have, mainly most of those
 15 people were there.

16 Q. Let me interrupt you for a sec. Witmer said he
 17 wasn't there.

18 A. He didn't come. We were fighting at that point.
 19 BRIEF INTERRUPTION

20 A. We were fighting at that point.

21 BY ATTORNEY JOEL:

22 Q. So was Andy Jacobs there?

23 A. No, Andy actually didn't come in. He didn't come
 24 in at all.

25 Q. How about Robert Lynch?

12 (Pages 42 to 45)

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1 A. Nope.
 2 **Q. Milton Lukens?**
 3 A. No.
 4 **Q. William Wright?**
 5 A. No, they didn't come in. Michael Jennings was
 6 there.
 7 **Q. How about Mark Gailey?**
 8 A. No.
 9 **Q. Nick Sumbles?**
 10 A. No.
 11 **Q. Were you there?**
 12 A. I was.
 13 **Q. So we have one. Ed Mason?**
 14 A. He was there. Denise was there.
 15 **Q. Michael Alexander?**
 16 A. He didn't come in.
 17 **Q. Brian Lyra?**
 18 A. He didn't come in, either.
 19 **Q. Gerald Bundy?**
 20 A. He was there.
 21 **Q. Tim Hale?**
 22 A. He was there.
 23 **Q. Mildred Almeida?**
 24 A. She was there.
 25 **Q. And Paulie Frankel?**

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1 A. I can do math real quick, but, like, 300 per CD
 2 times four, and we ended up doing I think like three,
 3 so that'd be like 1,200. I think it was like around
 4 4,000.
 5 **Q. Around 4,000 signatures?**
 6 A. Yeah. Sounds about right.
 7 **Q. How about Rocky as a Democrat in Pennsylvania?**
 8 A. Closer to 5,000.
 9 **Q. And how about Rocky as an Independent in**
 10 **Pennsylvania?**
 11 A. Rocky as an Independent, that's closer to 11,000.
 12 Well, I mean, we probably submitted 12,000 or so.
 13 I'll bill him for 11,000 though. Something like that.
 14 **Q. And with the Cruz work, am I correct that those**
 15 **signatures were witnessed by a Pennsylvania resident?**
 16 A. Witnessed by a --- oh, yeah.
 17 **Q. The affidavit was signed by a Pennsylvania**
 18 **resident?**
 19 A. Yeah, any of the work done in that time was --- I
 20 mean, you have to be an in-state circulator.
 21 **Q. So just to make sure we're clear, the signatures**
 22 **for Cruz, the affidavit of circulation was signed by a**
 23 **Pennsylvania resident; correct?**
 24 A. Yeah.
 25 **Q. They were all ---?**

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1 A. He wasn't there. Let me give you some more
 2 names.
 3 **Q. Sure, that'd be great.**
 4 A. All right. A lady named Elizabeth Hastings. She
 5 had about four people underneath --- five people
 6 underneath her and she took an override off --- I'd
 7 have to go look for their names. Kathy Adams and a
 8 couple other people. A guy named, oh man, I mean,
 9 yeah, I'll get these lists for you. There's about 25
 10 people.
 11 **Q. Where's Elizabeth Hastings from?**
 12 A. Cleveland.
 13 **Q. So Ohio?**
 14 A. Yeah.
 15 **Q. And how about Kathy Adams?**
 16 A. Cleveland. There's about six guys from
 17 Cleveland. And then there was a guy named Joe Jackson
 18 came in, a guy named, oh man, what's his name up
 19 there? Yeah, we'll come back to this.
 20 **Q. Where's Joe Jackson from?**
 21 A. Ohio. Columbus.
 22 **Q. Going back to the Cruz work that you did in**
 23 **Pennsylvania, can you give me any estimate or figure**
 24 **as to how many signatures Benezet actually got for**
 25 **Senator Cruz in Pennsylvania?**

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1 A. They should have been, yeah.
 2 **Q. They were all notarized; correct?**
 3 A. They were all notarized.
 4 **Q. And did you do anything to ensure that you didn't**
 5 **have people signing more than one petition?**
 6 A. More than one petition, what do you mean?
 7 **Q. Well, you understand that part of your challenge**
 8 **here is that I, for example, can't sign a petition for**
 9 **Bernie Sanders and Hillary Clinton?**
 10 A. Correct, yeah.
 11 **Q. I have to pick one.**
 12 A. Yeah.
 13 **Q. So did you do anything to ensure that you didn't**
 14 **have people who were ---**
 15 A. Yes.
 16 **Q. --- singing multiple petitions?**
 17 A. I mean, every one of my guys is trained with the
 18 best business practices. I went over and showed them
 19 exactly what the law is, told them and made it crystal
 20 clear, explained to them all why they're walking
 21 around with a registered voter, okay, and the
 22 registered voter also carried petition boards at all
 23 times. They weren't just partaking in the witnessing
 24 process, I wanted them to actually carry the boards
 25 and make sure that they're gathering signatures as

13 (Pages 46 to 49)

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1 much as they can, too.

2 **Q. And you did that for all of your Pennsylvania**
 3 **work?**

4 A. Every single thing. And so the other thing we
 5 did was we explained it. Some of the guys, they're a
 6 little bit slow witted, so they didn't really --- it
 7 may not've registered, but I did explain about the ---
 8 why we're qualifying voters. When the qualification
 9 process --- the first question out of our mouth is,
 10 hi, are you a Pennsylvania resident? If they say yes,
 11 okay, great, are you in this county? Because it's
 12 separated by county. If they say, sure, say, you mind
 13 helping out with a quick signature --- well, sorry, go
 14 back. We'd ask them if they're a registered
 15 Republican in the event that we're not going door to
 16 door. So, if we're not going door to door, we don't
 17 know that they're a Republican, we'd ask them, are you
 18 a registered voter? Are you Republican or Democrat?
 19 And then if they say they're Republican then we say,
 20 great, have you had any chance to sign any nomination
 21 petitions for any candidates? And if they say yes, we
 22 ask them who, if they remember. If they don't
 23 remember, sometimes I'm sure the guys take their
 24 signature. I don't know. I wasn't there, but yeah,
 25 to answer your question, basically, we ask in the

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1 questions leading up to getting the signature, you
 2 always make sure. And that's --- I mean, everyone
 3 does that.

4 **Q. And that was your practice? That's how you**
 5 **instructed your folks who were working in Pennsylvania**
 6 **for you?**

7 A. Of course. Except Rocky, too. When they did
 8 Rocky we'd make sure that no one signed that signed
 9 for Hillary or Bernie.

10 **Q. And in addition to making sure about that for**
 11 **Rocky as a Democrat in Pennsylvania, those signatures**
 12 **you collected, the affidavit of circulation was signed**
 13 **by a Pennsylvania resident; correct?**

14 A. Affidavit?

15 **Q. The witness.**

16 A. The witness?

17 **Q. Pennsylvania resident.**

18 A. Yeah. Yeah.

19 **Q. And they were all notarized; correct?**

20 A. To the best of my knowledge, I mean I think I
 21 looked at every one. I can't really remember.

22 **Q. But to the best of your knowledge they were**
 23 **notarized?**

24 A. Oh, yeah. Yeah. I mean, I paid a lot of notary
 25 fees. Thousands of dollars.

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1 **Q. And Rocky as an Independent, were witnesses**
 2 **involved in those signature collections?**

3 A. No, we didn't have to. That was the Achilles
 4 (phonetic) versus --- the 2015 ruling. Achilles
 5 (changes pronunciation)?

6 ATTORNEY ROSSI:

7 I think it's pronounced Achilles.

8 A. Achilles? Achilles? The case that I cited in
 9 the original hearing when I testified. This all stems
 10 from that case law that developed. That's why we're
 11 here.

12 BY ATTORNEY JOEL:

13 **Q. And so the Rocky signatures, there was no witness**
 14 **associated with those?**

15 A. No, you didn't need to.

16 **Q. How about a notarization?**

17 A. You don't need to do that, either.

18 **Q. And how about the signing more than one?**

19 A. You can sign for as many Independents as you
 20 want. Now, can they sign for a major party candidate
 21 and an Independent? I'd have to re-read the case. Do
 22 you know the answer to that?

23 ATTORNEY ROSSI:

24 Yes.

25 A. You can --- they can?

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Page 53

1 ATTORNEY JOEL:

2 He probably does? Okay.

3 ATTORNEY ROSSI:

4 I mean --- I don't know if you want to
 5 go off the record or not but the case was cited on
 6 equal protection grounds with respect to the multiple
 7 signature issue. So the problem was that signing for
 8 a Republican candidate --- if you're Republican you
 9 can sign for more than one --- you can essentially get
 10 more than one candidate onto the ballot. So
 11 Republicans who sign for Ted Cruz could then sign for
 12 a nominee --- in fact, that was always the case under
 13 the statute.

14 A. Okay. That makes sense.

15 ATTORNEY ROSSI:

16 People who challenge petition papers
 17 would often try to say, well, if you signed for a
 18 Republican in the spring you can't sign a nomination
 19 here, but based on the statute, you always could. It
 20 was always, could you sign for more than one?

21 A. More than one --- okay, that answered the
 22 question. So that was my question. Sorry.

23 BY ATTORNEY JOEL:

24 **Q. And when you went to Rocky as an Independent, am**
 25 **I correct that those signatures can be from any**

14 (Pages 50 to 53)

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1 registered voter in the Commonwealth?

2 A. That's correct.

3 **Q. It's not broken down by congressional district or**
4 county or anything like that?

5 A. No, we have to separate by county.

6 **Q. Oh, you do?**

7 A. Well, there's no distribution requirement, but
8 you still need to separate the paper by county. Now,
9 if we didn't need to do that, I wish I would've known,
10 because we definitely did.

11 **Q. So the Rocky as an Independent, can anybody in**
12 **Pennsylvania sign those? Like, Democrat, Republican,**
13 **Independent, Green, Constitution?**

14 A. That's correct.

15 **Q. Whereas Cruz, only Republicans could sign for**
16 **him, Rocky as a D, only Democrats could sign for him?**

17 A. That's correct.

18 **Q. And you mentioned that for Cruz at least, you**
19 **only went in certain areas. I'm presuming those are**
20 **areas which you had witnesses available?**

21 A. That's correct, yeah.

22 **Q. And did you do the same for Rocky as a Democrat?**

23 A. No. Rocky as a Democrat, I was basically --- I
24 thought we would just be helping the campaign
25 originally, like we had been. Rocky was never our

1 A. No. Rocky as a Democrat, you have a lot more
2 registered Democrats in the state --- in the big
3 cities, so we didn't really need to do that, but we
4 just went for above and beyond the target number. We
5 asked everyone, are you a registered voter, are you a
6 registered Democratic voter, and we basically got them
7 on the street corners, in Allegheny County
8 predominantly. Near the campuses.

9 **Q. You said that Shawn made you a compelling offer.**
10 **What was that compelling offer?**

11 A. Well, he told me, basically, he was going to pay
12 me money, and he would train me how to go and procure
13 witness assets to help. I've never really gone onto
14 Craigslist and started putting up ads and all that,
15 and he taught me how to do it. And he's good at it,
16 so the compelling offer was to educate me in the
17 process.

18 **Q. Where's his business located?**

19 A. Michigan?

20 ATTORNEY ROSSI:

21 Yeah, Michigan.

22 BY ATTORNEY JOEL:

23 **Q. Does he do stuff nationwide?**

24 A. I don't think so, anymore. But he did, yeah.

25 **Q. You talked about the training that you gave to**

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1 primary client. Shawn Wilmoth basically made me a
2 pretty compelling offer, I accepted it and I did
3 something that I really never had much experience
4 doing before, which was hitting all the different
5 forums and stuff and finding registered Democratic
6 voters to be paid hourly to help our guys.

7 **Q. You mentioned going door to door. It was sort of**
8 **in the context, I think, about talking about Cruz**
9 **and/or Rocky. Do I understand what you're getting at**
10 **is, you can get a map, you can get a database,**
11 **something that says, this house is a Democratic house**
12 **or it has Democratic voters in it, this house has**
13 **Republican voters in it?**

14 A. Yeah. Any person can go get that file.

15 **Q. So with the ability therefore to canvass and**
16 **collect for Cruz, am I correct that you got that**
17 **information?**

18 A. I did.

19 **Q. So you knew which houses to target?**

20 A. Yes.

21 **Q. When you were doing the door-to-door aspect of**
22 **it?**

23 A. Yeah. Yeah. I mean, we have ways of checking
24 now. Yeah.

25 **Q. And the same with Rocky as a Democrat?**

1 **your collectors. What kind of training did you get**
2 **when you entered into this business?**

3 A. What kind of training did I get?

4 **Q. Yeah.**

5 A. I mean, y'all met Jake the other day. He was the
6 first person I ever gathered a signature with, so he
7 pretty much trained me and he's pretty fluid. A
8 pretty thorough guy. But, it's like, do you want me
9 to tell you how I was trained?

10 **Q. Sure. Sure.**

11 A. The first question is always make sure the
12 person's a registered voter. Greet them, say hello.
13 They say, pardon me sir, or ma'am, are you a
14 registered voter here, in the city you're in and once
15 you qualify them and make sure that they're a
16 registered voter, then you ask them for the --- you
17 pitch them on what you're doing and getting the
18 signature for, and then you basically try to convince
19 them to help qualify the issue or candidate cause to
20 get it on the ballot.

21 **Q. And is that the similar training that you**
22 **instilled on folks who Benezet hired?**

23 A. Yes.

24 **Q. The asking if they're a registered voter in the**
25 **municipality ---?**

15 (Pages 54 to 57)

1 A. We didn't train many petitioners. We trained
 2 witnesses at this time. We did end up training
 3 petitioners later. And that file, I actually have
 4 like a two-page document for training. It's in the
 5 discovery I'll give you guys today or tomorrow.
**Q. Now, in the Open Pittsburgh, was there any
 7 guarantee that Benezet provided to Open Pittsburgh on
 8 validity of signatures or anything like that?**
 9 A. No, there wasn't. Now, well, there was a
 10 guarantee that --- there was. Okay, sorry. So they
 11 had a very finite budget so we had said \$4 a signature
 12 plus a 70 percent validity agreement. Now, validity
 13 agreement, in the eyes of any contracted petition
 14 company, is basically a signature that's accepted or
 15 not accepted by the authority, okay? By the entity.
 16 Every signature was accepted by Pittsburgh. So
 17 therefore, we had 100 percent validity. And therefore
 18 my bill should be paid in full.
**Q. So when you're talking about validity rate, at
 20 least as it relates to Open Pittsburgh, it is if the
 21 election board of the official receives and accepts
 22 them?**
 23 A. Yes.
**Q. Even if there's a challenge down the road that
 25 nixes them all, but if they receive and accept them,**

1 ATTORNEY JOEL:
 2 That's okay.
 3 ATTORNEY ROSSI:
 4 I thought that the challenge actually
 5 was also ---.
 6 A. Completed, yeah.
 7 ATTORNEY ROSSI:
 8 The 30-page question that they submitted
 9 to Pittsburgh. I mean, the litigation that struck the
 10 --- and it's on appeal with the Commonwealth Court,
 11 but it was involved --- I don't --- there wasn't
 12 actually any individual signature-by-signature
 13 challenge to the signatures.
 14 ATTORNEY JOEL:
 15 Why don't you mark that one next?
 16 A. All right, we'll see what he's got.
 17 ATTORNEY JOEL:
 18 I'll show you what's been marked as
 19 Defendant's 5. Take as much time as you'd like to
 20 read it.
 21 (Defendant's Exhibit 5 marked for
 22 identification.)
 23 A. Yeah, that's fine.
 24 BY ATTORNEY JOEL:
 25 **Q. I'll tell you it's an Opinion from Allegheny**

1 **that's good? At least as it related to Open
 2 Pittsburgh?**
 3 A. No. If there's a challenge down the road, so
 4 what we'd be able to do would be go and validate every
 5 signature. We'd know what the validity rate was and
 6 be paid on that percentage, okay? And then, after the
 7 challenge process is done, then he would release the
 8 remaining money or not.
**Q. Are you aware that in the Open Pittsburgh case,
 10 challenges were filed to the signatures that Benezet
 11 collected?**
 12 A. I've heard this. I've really not paid much
 13 attention.
**Q. Are you aware that the judge out in Allegheny
 15 County struck a lot of those signatures?**
 16 A. I didn't know that. That Benezet collected?
ATTORNEY ROSSI:
 18 I'm sorry, what?
 19 A. That Benezet collected? Our signatures got
 20 challenged?
ATTORNEY ROSSI:
 22 I'm not the attorney in that case.
 23 Although I am now, as of one o'clock, so I'm not --- I
 24 have not been following. I thought the challenge ---.
 25 A. I had no clue. Sorry, Mr. Joel.

1 **County Court of Common Pleas, City of Pittsburgh is
 2 the Petitioner, openpittsburgh.org was one of the
 3 Respondents and it was a challenge and an objection to
 4 the signatures submitted for the Open Pittsburgh
 5 ballot initiative.**
 6 A. So they did two filings; correct? Can I ask a
 7 question here?
Q. Sure.
 9 A. Yeah, they filed their original signatures by the
 10 due date --- original due date. Then when the
 11 injunction was issued and they got the relief, they
 12 had another due date, which was a week from ---.
Q. Correct.
 14 A. And so is this for the cumulative signatures
 15 turned in challenge?
Q. Yes.
 17 A. Or is the --- okay. That was ---.
Q. It's for the whole kit and caboodle.
 19 A. Okay, got it.
Q. So the judge writes, I'll read upside down.
 21 A. Yeah.
**Q. On August 9 and 15, 2016, openpittsburgh.org
 23 submitted a total of 12,315 signatures to the election
 24 division. However, 3,792 of those signatures must be
 25 stricken primarily because the petition paper was not**

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submitted with a valid notarized affidavit as required. Additionally, another 8,454 signatures must be stricken because they were gathered by out-of-state circulators prior to the extended submission deadline of August 15th, 2016. Furthermore there is no verification that the out-of-state circulators were adult U.S. Citizens. Finally, they were not notarized or sworn. That leaves Open Pittsburgh with less than 7,582 required signatures necessary to place the question on the ballot. Judge Hornak made those additional requirements a condition for the extension of the filing deadline and the failure to comply with those requirements is a fatal defect and cannot be cured by amendment. First of all, did I read that correctly?

A. Yeah, you read that correctly.

Q. Were you aware of that?

A. I've heard this, I mean, I disagree. I know we notarized --- you know, everything was done with a notarization that we turned in. So the signatures that I collected were probably 6,000 of those? Half, maybe? And we notarized every single one. And we stapled a --- we took the bottom of your nomination paper form, and this was done by David. I tried to read the opinion but couldn't find it, so I didn't

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have any way of consulting on it, but I just basically did what he told me. We took the bottom of the nominating paper ---.

Q. Who's David? Tessator?

A. David Tessatori or Tessator.

Q. And he's the head guy over in Pittsburgh?

A. The proponent. Yeah, I call him the proponent. So he took the nomination paper form and we stapled that to the back of every --- so we basically took y'all's jurat from the bottom --- or it's not a jurat anymore because there's no notarization requirement. But we took the nominating paper affidavit or statement of circulator, and we stapled that now to the back of every page of the Open PGH petition. So we executed it normally, signed it with the notary normally, did the normal notarization and we struck anything that said they had to be an in-state circulator because that wasn't required by the judge's opinion. Then we stapled the out of state --- the nominating paper thing and then filled that out as well, each petitioner did that. So basically, I mean, if that's the case, there's no thing that declared that they're an in-state U.S. Citizen in the nominating paper petition that y'all use in the State, then by this judge's logic, that petition's flawed,

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too, right? Wouldn't that be a true statement?

ATTORNEY ROSSI:

Could we go off record? Can we just have a discussion about this, because I think what I understand happened may actually inform everybody, but I don't want to be --- I don't want to testify.

A. I don't even know, yeah.

ATTORNEY ROSSI:

Is that okay?

ATTORNEY JOEL:

Yeah, it's fine.

A. I have no clue what's going on with this but I think that's what's happening.

OFF RECORD DISCUSSION

BY ATTORNEY JOEL:

Q. Really, all I was looking for was, are you aware that a judge has, in his own language, stricken the overwhelming majority of signatures that you gathered?

A. I was not, but I am now.

Q. That's all I wanted to confirm.

A. Sorry.

Q. Thank you.

A. Oh, man.

Q. Benezet is a Texas Limited Liability Corporation?

A. Yes, sir.

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Q. Now, you listed a number of people who worked the primaries for Benezet and then others in addition who worked the general election for Benezet in various states and things like that where these people worked. My question, let me ask it sort of broadly and if we need to drill down we can, but do the signature collectors that Benezet engages, do they go from job to job to job, state to state to state? Is that their business? Is that what they do, or ---?

A. Yes.

Q. And if we go back to Cruz, Illinois, Indiana, Vermont, Rhode Island, Delaware, Pennsylvania, can you tell me what the chronology was of those collection efforts?

A. Illinois, then Indiana, then Pennsylvania and Rhode Island simultaneously, with maybe Delaware.

Q. Simultaneously with Delaware?

A. Oh. Yeah, and then Vermont was done at the same time as Indiana and part of Illinois.

Q. So recognizing that people can't be in two places at once, you'd agree with that?

A. Yes.

Q. The folks who you listed for the primary, you had some of them in Delaware, while others were in Pennsylvania, while others were in Rhode Island?

17 (Pages 62 to 65)

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1 A. No. No. I began to start like Rhode Island. A
 2 friend of mine's a petition-gatherer in Massachusetts,
 3 Alex Arsenal (phonetic). He's still contracted with
 4 us now under Rocky Independent. I just hired his
 5 company and let him do it. Michael Alexander, who you
 6 spoke to this weekend works with him.

7 **Q. Oh, okay.**

8 A. He knew. Michael Alexander was technically
 9 working for me, too. But, you know, in Rhode Island
 10 he probably worked directly under Alex Arsenal so.

11 **Q. Okay.**

12 A. I would just subcontract out the job to answer
 13 your question.

14 **Q. I didn't ask that and that's helpful actually.
 15 So for the Cruz work, you said that you had a contract
 16 directly with the campaign. Did you further
 17 subcontract out that work to other businesses?**

18 A. Only one time. And I did it to Alex Arsenal for
 19 Rhode Island ---

20 **Q. Okay.**

21 A. --- and possibly Delaware. I've got to go look.
 22 I can't remember if we did Delaware or not.

23 **Q. How about Senator Paul? Did you subcontract any
 24 of that? Oh, no. That was one that you were
 25 subcontracted?**

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1 A. I was subcontractor.

2 **Q. Rocky as a Democrat, did you subcontract that to
 3 anybody?**

4 A. No. No.

5 **Q. Okay.**

6 A. No. I always did it. I did it.

7 **Q. You were subcontracted by that Shawn guy?**

8 A. Shawn Wilmoth.

9 **Q. Okay. Okay. So ---.**

10 A. And the same thing with Santorum and all that.

11 **Q. Santorum you didn't subcontract out?**

12 A. No.

13 **Q. Benezet did that work?**

14 A. Yeah. Yeah.

15 **Q. And how about the Rocky is an Independent, did
 16 you subcontract any of that out?**

17 A. I did in a couple states. We always had people
 18 that we would send in to help. So I mean, you know,
 19 it wasn't like a complete sub-out. I've got
 20 petitioners I'm going to pay for most of the states we
 21 did.

22 **Q. Okay.**

23 A. Out of my own billings.

24 **Q. So getting back to Cruz and the chronology, did
 25 the folks that you put on the ground in Illinois then**

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1 **move to Indiana to do the work?**

2 A. Yes.

3 **Q. And then they moved or some of them moved to
 4 Indiana. Some of them moved to Vermont?**

5 A. No. I sent in like four people to Vermont. One
 6 originally and then after he had left, two more came.

7 **Q. So you had people in Illinois and then some of
 8 them you moved to Vermont, and some of them you moved
 9 to Indiana, and they went right to those next states?**

10 A. Everyone from Illinois went to Indiana. And then
 11 I brought in people from the Northeast who were
 12 already there to go into Vermont.

13 **Q. Oh, okay.**

14 A. Yeah. Vermont.

15 **Q. And then from Indiana, did they move directly on
 16 to Delaware, Pennsylvania and Rhode Island?**

17 A. No, they went to --- from Indiana, we went
 18 straight to Pennsylvania.

19 **Q. Okay.**

20 A. The timelines are almost I mean identical. And I
 21 testified this in Court, you know, I think
 22 Pennsylvania starts the 26th of January and ends the
 23 15th or something of February. Well, Indiana ends the
 24 26th of January. So it's like it's almost staggered
 25 perfectly.

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1 **Q. And how about Senator Paul? You went Illinois
 2 and then directly into Indiana?**

3 A. Right.

4 **Q. Your workers did?**

5 A. Yes. Yes. And when I say Senator Paul, Senator
 6 Paul and Cruz, we can circulate for more than one
 7 candidate in those states.

8 **Q. Okay.**

9 A. So you can basically just stack the petition and
 10 do them all together. So they're basically a function
 11 of each other.

12 **Q. Okay.**

13 A. And we did have those.

14 **Q. So in those states, do you have like two
 15 clipboards; one for Paul, one for ---?**

16 A. No, we just stack the petitions.

17 **Q. And Rocky is a Democrat, what was the order of
 18 those states?**

19 A. He's a little different. We didn't get him until
 20 Indiana. We qualified a couple congressional
 21 districts for him. He was a secondary or tertiary
 22 client. We really didn't care --- not that we didn't
 23 care. We wanted to do a good job. But we weren't
 24 contracted to do a whole congressional. We were just
 25 basically doing cleanup is what we call it.

18 (Pages 66 to 69)

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Q. Okay.

A. You know, a few hundred signatures here, there or the other. And they liked us so much that they sent us to Wisconsin as soon as we were done. So we filed everything like the 15th of January. And then we went to Wisconsin for a couple of days, got that done. And then after Wisconsin, everyone kind of came into Pennsylvania. I told them to take a couple days off. And he was --- yeah, we started Pennsylvania.

Q. And then where did Illinois fall in that?

A. Illinois, I believe Michael Jennings or a couple of those guys collected some signatures for them. I'm not 100 percent. I'd have to go check.

Q. Okay.

A. If we did Illinois, it was during that --- it would've been before.

Q. And then how about Rocky is an Independent? Can you chronologize those, or were some of them going on at the same time, or when did those periods start for Independent? Anything like that?

A. I can give you a whole list, but off the top of my head it would be almost impossible. I basically began with Pennsylvania. That was the first state I went to.

Q. Okay.

A. Because it was the hardest requirement. I mean we were looking at 30,000 signatures originally.

ATTORNEY ROSSI:

If I may interject? My personal experience with Rocky is he's a bit chaotic in his planning processes. It's like ---

A. Yes.

ATTORNEY ROSSI:

--- I think sort of the natural flow that other candidates would use signatures, Rocky just calls on the phone. I need people. You know, he does the same thing for lawsuits quite frankly. So the planning process is a bit chaotic for Rocky. So it's going to be more difficult to, I think provide a chronologic order for you with respect to Rocky.

BY ATTORNEY JOEL:

Q. Well, with that explanation, is that an accurate explanation of your dealings with Rocky De La Fuente?

A. I think that he's --- yeah. I think that there's a little bit of --- there's always a method to his madness. But I think we have less structure and less planning. We definitely agree with that ---

Q. Okay.

A. --- assessment.

Q. So in terms of the going out and collecting

signatures, your folks may be, the folks working for Benezet may be in Pennsylvania collecting and you may get a call from the campaign say we need to get to South Dakota, and then they just run over to South Dakota. Is that the way it works?

A. Yes, that's how it's worked. Yeah.

Q. And that's been your experience with Rocky as an Independent this campaign cycle?

A. Yes, sir.

Q. And is that the same for all those states? I mean, we could plug in any two states they would be ---?

A. What we can do is I can take --- I'm sorry.

Q. Let me ask you generally then if you've got a better explanation. I mean I really don't want to try to come up with every permutation that people were here and then went there.

A. Yeah.

Q. Because we'll be here until the end of time.

A. Yeah.

Q. What I'd like to do is just get some sense was that consistent --- was that a consistent approach by Rocky De La Fuente as an Independent candidate in Benezet's dealings with him? Namely you would have --- Benezet would have folks collecting in any of the

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states that you listed. But then they may be redeployed to another state on a moment's notice depending on what was needed?

A. That's true, yeah.

Q. Okay. That's accurate?

A. That's very accurate.

Q. Okay.

A. And the way to get that list of states where we deploy to, we basically will just go and grab the timeline, the filing date requirements and I can say --- I can amend the record, you know, once the depositions are produced and say we did this.

Q. Why don't we do that either the break or this evening, since we're going to be back here tomorrow finishing up? Why don't we ---?

A. Produce that timeline.

Q. Yeah, look at that because I am interested in knowing out of the many states that were Independents, where those timelines fell, when they began, ---

A. Write that down to remind me.

Q. --- when they ended ---

ATTORNEY ROSSI:

Yeah, I will.

BY ATTORNEY JOEL:

Q. --- and how Benezet deployed its resources on

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1 behalf of Rocky De La Fuente during that ---
 2 A. Sure.
 3 Q. --- time frame.
 4 A. Not a problem.
 5 Q. Now, did you personally collect signatures for
 6 Senator Cruz in any of those states?
 7 A. Yeah. Yeah.
 8 Q. I can't remember if you listed yourself as a
 9 person? Oh, you did.
 10 A. Yes.
 11 Q. So I don't have to ask that.
 12 A. Yeah, I enjoy collecting signatures ---
 13 Q. Okay.
 14 A. --- for my senator. It's a personal privilege, a
 15 way of respecting him. I wish that he was in the
 16 debate last night.
 17 Q. And you collected --- did you collect for Senator
 18 Cruz in all of those states that you listed?
 19 A. Yeah, I did.
 20 Q. Did you collect for Senator Paul in the two
 21 states that you listed?
 22 A. I did.
 23 Q. Did you collect for Rick Santorum in Indiana?
 24 A. I did.
 25 Q. Did you collect for Trump in Indiana?

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1 Q. Mr. Pool, I'm going to show you what's about to
 2 be marked as it looks like Defendant's 6. Thanks.
 3 If you take a look at it. I've just got a couple of
 4 basic questions about it.
 5 A. Okay.
 6 Q. Am I correct that this is a nominating petition
 7 for Rocky De La Fuente as a Democrat in the
 8 Commonwealth of Pennsylvania?
 9 A. Yes, sir.
 10 Q. So those signatures that are below there are
 11 registered voters in the Commonwealth who signed this
 12 petition?
 13 A. To the best of my knowledge.
 14 Q. And it looks like it was notarized and the
 15 Affidavit signed by somebody in Pennsylvania?
 16 A. Carterstown, yep. Yeah, a Pennsylvania address.
 17 Q. Okay.
 18 A. And it was notarized in Allegheny County.
 19 Q. And this was some stuff that you produced. So am
 20 I accurate, this is some of the work that Benezet did?
 21 A. Yeah. This is --- any signature gathered for
 22 Rocky is a Democrat was done by our company.
 23 Q. Nobody else collected for Rocky as a Democrat in
 24 the Commonwealth?
 25 A. No.

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1 A. I did not.
 2 Q. Did you collect for Rocky is a Democrat in the
 3 four states you listed?
 4 A. I did not. Yes. Yes. Yes, I did in every one.
 5 Q. And did you collect for Rocky is an Independent
 6 in the number of states you listed there?
 7 A. I believe. I mean I definitely collected a lot
 8 of signatures. I don't know if I actually was on
 9 record as collecting any. So when I would train
 10 someone, I would go collect their first like 20
 11 signatures with them.
 12 Q. Uh-huh (yes).
 13 A. Teach them how to do it. And I always gave each
 14 person I trained a lot of --- I wanted them to make
 15 money. So I was trying to help them as much as
 16 possible. So I probably collected, you know, 1,000
 17 signatures. But I don't know if I actually was on
 18 record as collecting any. I'd have to go look
 19 through. I'm sure I notarized a page or two. But
 20 yes, I did collect signatures.
 21 ATTORNEY JOEL:
 22 Mark that one next, please.
 23 (Defendant's Exhibit 6 marked for
 24 identification.)
 25 BY ATTORNEY JOEL:

1 Q. Okay.
 2 A. I would have gotten it if it was a volunteer or
 3 something, you know.
 4 Q. Okay.
 5 A. Yeah.
 6 Q. Let me see that for a second. Do you know
 7 whether or not --- do you collect any --- this looks
 8 like it's for Rocky De La Fuente. My question is did
 9 you collect any signatures for Rocky De La Fuente's
 10 delegates?
 11 A. No, he didn't want any.
 12 Q. He didn't want any?
 13 A. No. I thought it was kind of weird, but I didn't
 14 say anything. I told him what the purpose of the
 15 delegates were and he --- it's hard finding them I
 16 mean, it requires a lot of campaign resources and
 17 outreach and stuff.
 18 Q. So if we talk about --- we'll talk about this
 19 election cycle and your signature collections. You,
 20 Trenton Pool.
 21 A. Okay.
 22 Q. For Cruz, you talk about the progression of
 23 states. Did you follow that same progression? Did
 24 you go from Illinois to Indiana to, what was next,
 25 Pennsylvania?

20 (Pages 74 to 77)

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<p>1 A. Yes, I did. I had to go and like, you know, do 2 some farming in Vermont. And I never went to Rhode 3 Island, but I did have to take a trip to Vermont once 4 or twice. And then I had to go and, you know, go back 5 to Illinois a couple times. We had people in Illinois 6 that were in Indiana that had people in Indiana 7 simultaneously for some period of time.</p> <p>8 Q. Okay.</p> <p>9 A. I did a little bit more traveling than gathering.</p> <p>10 Q. Okay.</p> <p>11 A. But I was in that same time.</p> <p>12 Q. And when you were doing the traveling, let's talk 13 about the Cruz campaign first. Through all those 14 states, did you collect signatures or did you manage 15 or whatever it was you were doing at different 16 locations throughout the various states?</p> <p>17 A. Yeah. I collected signatures in every state I 18 listed.</p> <p>19 Q. Okay.</p> <p>20 A. Except for Rhode Island or Delaware.</p> <p>21 Q. And then within the states or within Illinois, 22 did you collect signatures in different locations 23 within Illinois?</p> <p>24 A. Uh-huh (yes). Sure.</p> <p>25 Q. And for Indiana, did you collect signatures in</p>	<p>1 Illinois.</p> <p>2 Q. And how about in Indiana? Did you stay in 3 different locations?</p> <p>4 A. Indiana, we had people in every congressional 5 district working simultaneously. And I personally 6 jumped around quite a bit. So yeah.</p> <p>7 Q. Did the people that Benezet had working in 8 Illinois, did they move around to different locations 9 to collect signatures?</p> <p>10 A. All the time, yeah.</p> <p>11 Q. Did they stay in different locations depending on 12 where they were collecting signatures?</p> <p>13 A. Yes.</p> <p>14 Q. How about in Indiana? Did they move around to 15 different locations?</p> <p>16 A. Not generally. We try to keep them all to one 17 area. So I'd give each person a congressional 18 district.</p> <p>19 Q. Okay.</p> <p>20 A. Let them get all the money and they make enough 21 money. And, you know, also they get to know the area. 22 It's really chaotic because you're switching up the 23 petition. And Indiana actually doesn't matter but. 24 Well, yeah, you'd have to have --- it's done by 25 congressional district there, too or county there.</p>
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<p>1 different locations in Indiana?</p> <p>2 A. Of course.</p> <p>3 Q. And in Vermont, did you collect signatures in 4 different locations in Vermont?</p> <p>5 A. Not different. I was in pretty much one area.</p> <p>6 Q. Okay.</p> <p>7 A. But I did collect signatures.</p> <p>8 Q. Delaware, did you go to different locations?</p> <p>9 A. I didn't go to Delaware or Rhode Island.</p> <p>10 Q. Pennsylvania, you went to different locations?</p> <p>11 A. Yes.</p> <p>12 Q. Did you stay in different hotels at these 13 different locations or did you come back to one hotel?</p> <p>14 A. In Pennsylvania, I stayed in a few cities. I 15 think Harrisburg, Philly and Allegheny.</p> <p>16 Q. How about in Illinois? Did you stay in different 17 cities?</p> <p>18 A. Yeah, it was chaotic there. We didn't have the 19 whole state. So it was like, you know, we'd go to one 20 congressional --- it's all done by congressional 21 district there. Kind of like how you guys do it here 22 for the presidential delegates. And we would 23 basically jump to wherever there weren't a bunch of 24 petitioners because everyone just kind of hit the 25 street. My company wasn't the only one doing</p>	<p>1 And the counties are part of a congressional district. 2 Meaning you qualify when you get 500 valid signatures 3 in each congressional district. So when they start 4 jumping out of that congressional district, we have to 5 make them do petitions and all that and it gets pretty 6 chaotic. So we keep them in one area to answer your 7 question.</p> <p>8 Q. How about in Pennsylvania? Did the people you 9 had on the ground in Pennsylvania, did they collect in 10 different locations?</p> <p>11 A. Not generally.</p> <p>12 Q. Okay.</p> <p>13 A. They all try to qualify one district.</p> <p>14 Q. Okay.</p> <p>15 A. But we did have some jumping around.</p> <p>16 Q. And you jumped around?</p> <p>17 A. I did. I was jumping around, yeah.</p> <p>18 Q. Rand Paul in Illinois, would it be the same as 19 Cruz in Illinois?</p> <p>20 A. Yes.</p> <p>21 Q. We're jumping around?</p> <p>22 A. Yes.</p> <p>23 Q. Staying in different locations?</p> <p>24 A. Yes.</p> <p>25 Q. Rand Paul in Indiana would be the same as Cruz in</p>

1 Indiana? It pretty much stayed to a congressional
 2 district?

3 A. Yes.

4 **Q. But you jumped around?**

5 A. We all --- well, yes. Yes.

6 **Q. All right. Did others jump around, too?**

7 A. Yes. Andy Jacobs probably the most because he
 8 did a lot of events. But generally not many others
 9 than Andy.

10 **Q. Okay.**

11 A. He did a lot of the gun shows and stuff so people
 12 --- he did a lot of gun shows and stuff where people
 13 come from all over the state. And so his signature
 14 collection will show that he jumped around. And he
 15 did jump around a lot.

16 **Q. Rocky in Wisconsin as a Democrat, I can't
 17 remember if I asked you this. But did you collect
 18 signatures there?**

19 A. I did not go.

20 **Q. Did the people that you deployed there, did they
 21 jump around in different parts of the state?**

22 A. They worked one congressional district. I don't
 23 know the name, but it's the city of like Wausauwee or
 24 something. Some type of W.

25 **Q. Okay.**

1 signatures came from for Rocky.

2 **Q. Did you jump around hotels within Allegheny
 3 County or did you stay in the same hotel?**

4 A. No, I stayed. I had a house. I stayed at a
 5 house.

6 **Q. How about the other folks who you deployed?**

7 A. Some of them stayed with me. But I tried to get
 8 as many of them out of the house as possible. So we
 9 put them in hotels. I'm sure you all see why.

10 **Q. How about Rocky as a Democrat in Illinois? Did
 11 you collect signatures for him there?**

12 A. I didn't. I think Michael Jennings did, but I'd
 13 have to go and ask him. And I think William Wright
 14 might have. There's two people that I left in
 15 Illinois because they were doing such a good job.

16 **Q. Okay.**

17 A. And I think that they ended up picking up the
 18 petition because they needed some signatures. And I
 19 can't remember how it went down, but I remember being
 20 asked.

21 **Q. Do you know whether or not those folks or whoever
 22 else you deployed in Illinois for Rocky as a Democrat,
 23 did they jump around to different parts of the state?**

24 A. If there were any, I'm sure they jumped around.

25 **Q. And did they stay in different hotels when they**

1 A. Northern city. It's like Wausau.

2 **Q. How about Rocky as a Democrat in Indiana? Did
 3 you collect for him there?**

4 A. Yeah.

5 **Q. And did you jump around?**

6 A. Yeah. I collected in probably five or six of the
 7 districts.

8 **Q. Did you stay in different locations with that
 9 jumping around?**

10 A. Yeah.

11 **Q. How about the other folks who you deployed? Did
 12 they jump around for Rocky as a Democrat?**

13 A. Yeah.

14 **Q. And did they stay in different locations?**

15 A. Yes.

16 **Q. In Pennsylvania, Rocky as a Democrat, did you
 17 collect signatures?**

18 A. I believe I did.

19 **Q. And did you jump around to different parts of the
 20 Commonwealth to do that?**

21 A. No. We pretty much stayed in Allegheny for
 22 Rocky.

23 **Q. And the other folks you deployed also pretty much
 24 stayed in Allegheny for Rocky?**

25 A. Yeah. I think that's where most of the

1 **were jumping around?**

2 A. Always in different hotels, yeah.

3 **Q. And for Rocky as an Independent in all of the
 4 states that you've listed, did you collect signatures
 5 personally?**

6 A. Yes.

7 **Q. And did you jump around in those states to
 8 different locations?**

9 A. I did to the best of my knowledge.

10 **Q. And did you stay in different hotels when you
 11 were jumping around?**

12 A. Yeah. Yeah.

13 **Q. And how about the other folks who Benezet
 14 deployed to those states for Rocky as an Independent?
 15 Did they jump around those states to collect
 16 signatures?**

17 A. Yeah.

18 **Q. And did they stay in different hotels when they
 19 were jumping around?**

20 A. Yes.

21 OFF RECORD DISCUSSION

22 ATTORNEY JOEL:

23 I'll mark that one next.

24 (Defendant's Exhibit 7 marked for
 25 identification.)

1 BY ATTORNEY JOEL:

2 Q. Mr. Pool, I'm showing you what's been marked as
3 Defendant's 7. Can take a look at that and when
4 you're ready, let me know.

5 A. Yes, I'm ready.

6 Q. Can you identify it for me?

7 A. This is the agreement between us and Cruz
8 campaign.

9 Q. Is that your standard contract that Benezet
10 created and ---

11 A. Yeah.

12 Q. --- contracted with the Cruz campaign?

13 A. Yeah. This is a pretty typical contract. This
14 one has a lot of amendments, I believe. What
15 amendment did we give to them? Do you know? Oh,
16 okay. I thought we were on like amendment U with
17 them. It doesn't matter. Yeah, this is a typical
18 contract.

19 Q. And did you use the same form contract for ---
20 strike that.

21 How does it work? Is there one contract with
22 Cruz and then for every state there's an amendment
23 that talks about that state what you're going to get,
24 how much you're going to get paid?

25 A. My fiancée does it. She's a contract lawyer.

1 Q. Kyle is in Texas?

2 A. Kyle, Texas. It's a city.

3 Q. Damon Fogley and a guy named Travis Mitchell.
4 And then we did a --- we fought a \$20 million animal
5 shelter in Pflugerville, Texas. Won that one. And
6 we've done about three or four other things, you know,
7 small things here and there.

8 Q. Okay.

9 A. Bonds and stuff like that.

10 Q. I'm sorry?

11 A. Bonds and stuff like that. And then we also have
12 done a --- I don't consider Don Zimmerman as part of
13 Benezet. He never wrote Benezet a check. He didn't
14 even know the name of my company until after we were
15 elected. But what else did we do? We helped defeat
16 --- I can come back and give you a list of that stuff,
17 too.

18 Q. Has all of that --- strike that.

19 Has the only work that Benezet has done out of
20 state been in the 2016 presidential arena?

21 A. Yes.

22 Q. So Benezet hasn't done work for a gubernatorial
23 race in Missouri, for example?

24 A. No.

25 Q. Or Senate race in California?

1 Man, I don't know what she's doing but it seemed
2 pretty cool. I like that amendment process. Yeah. I
3 thought it was pretty cool. I mean, that's a
4 professional way of doing it. So in a perfect world,
5 that's how I would do all these clients. Rocky didn't
6 happen that way.

7 Q. Am I correct that 2016 was the first time that
8 Benezet operated in terms of working a presidential
9 campaign?

10 A. Yeah.

11 Q. And I may have asked this, but if not --- if so,
12 I apologize. If not, let me ask it now. The
13 campaigns you've talked about, the collections you've
14 talked about, that's all that Benezet has done?

15 A. Yeah.

16 Q. There haven't been any municipal elections,
17 gubernatorial elections, things like that that you've
18 done?

19 A. No, I've done some municipal elections.

20 Q. Benezet?

21 A. Under Benezet, yeah.

22 Q. Talk about those.

23 A. City councilors in Kyle, gotten two elected.
24 I've done a --- we took fluoride out of the water in
25 San Marcus.

1 A. No.

2 Q. Or a ballot initiative in Oregon?

3 A. No. Not Benezet.

4 Q. And again, we will talk about what you've done
5 pre ---.

6 A. Yeah.

7 Q. But right now, I'm just focused on Benezet.

8 A. Yeah. We did a congressional candidate CD21 to
9 Todd Phelps cycle.

10 Q. And where was that?

11 A. CD21 is like San Antonio up to Austin over to
12 Fredericksburg.

13 Q. So Texas again?

14 A. Texas.

15 Q. Okay.

16 A. And then, you know, I think that's pretty much
17 it.

18 Q. Let's talk about Pennsylvania. When you're
19 collecting signatures for Cruz in Pennsylvania, for
20 example, did you work with any of the Cruz --- folks
21 who wanted to be delegates for Cruz?

22 A. Yeah, we did. We're in contact with the
23 campaign.

24 Q. Is that where you got your witnesses from?

25 A. Sometimes, yeah. It depends. I mean we had ---

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1 well, yeah. Sometimes.

2 **Q. Why did it depend?**

3 A. It just depended on, you know, where we were.
 4 They wanted five congressional district delegates
 5 originally. And I had enough people to do that. We
 6 had some manpower that were in state. And I'd sourced
 7 enough people at that point for the Rocky De La
 8 Fuente. They came a week after Rocky. So Rocky
 9 contracted this within a day or two of the lawsuit.
 10 It was like the 27th, 28th, 29th of January.

11 **Q. Okay.**

12 A. And then we got contracted by the Cruz campaign
 13 almost a week after that. So the clock was ticking.
 14 You know, I couldn't do the whole state. And also I
 15 sourced some Republican people that wanted to work for
 16 Rocky. There were outsourced Republicans. So we used
 17 some of those people and we tried to get the five
 18 districts they wanted. And then we had a couple, I
 19 think like one of the districts we had one witness who
 20 was ready. He was already going door to door and
 21 getting everything. So all we needed was manpower and
 22 circulators to help him.

23 **Q. Were you able to get the delegates signed up?**

24 A. Most of them.

25 **Q. For all five districts?**

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1 me a list of people's names. I had a list of --- the
 2 Rand Paul campaign like reached out to me after that
 3 lawsuit. There was like an article written. Some guy
 4 gave me a list of every Rand Paul delegate and helper.
 5 So I utilized that, tried to find Cruz people. We
 6 were told basically to go fly a kite. We exhausted
 7 every opportunity we could to go and get witnesses.
 8 And unfortunately, we were falling short. And no one
 9 wanted to move around. You know, no one has the time
 10 and --- the time necessary to go and just travel
 11 around with other petitioners to go get signatures.
 12 So I told the Cruz campaign I can only do two
 13 districts and we ended up getting them in three.

14 **Q. Okay.**

15 A. So we dropped one of them. I don't know which
 16 one it was.

17 **Q. Okay.**

18 A. It's probably on here though.

19 ATTORNEY JOEL:

20 Mark that one next.

21 (Defendant's Exhibit 8 marked for
 22 identification.)

23 BY ATTORNEY JOEL:

24 **Q. I'm showing you what's been marked as Defendant's
 25 8. Is that what you were talking about? The list**

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1 A. No, not all of them.

2 **Q. How many of them?**

3 A. Whatever Bucks County is, we definitely could not
 4 get that done. Our witness there was probably
 5 mentally insane. I'm not sure what her problem was,
 6 but Michael Alexander who you spoke to I'm sure he
 7 could tell you what exactly happened. I mean, she was
 8 talking to herself at the door with the ---.

9 **Q. Where did you find her as a witness?**

10 A. On Craigslist. And then Andy Jacobs and the
 11 Masons and a few other people, they basically got the
 12 rest of the stuff done. We did three districts to
 13 answer your question.

14 **Q. Okay.**

15 A. Three districts.

16 **Q. What happened in the fifth district? You got
 17 three. You got the Bucks County district. What
 18 happened to the fifth one?**

19 A. The Bucks County one. Oh, okay. So the other
 20 one was, I think we just, I just told the campaign at
 21 that point, after we had the issues with the witnesses
 22 and there was an issue with just mobilizing people and
 23 getting them to move around, the delegates, Vonne
 24 Andring who I think he should have stuff between me
 25 and her. She was her campaign person. She provided

1 of ---

2 A. Yes.

3 **Q. --- Rand Paul ---**

4 A. Yeah, this one.

5 **Q. --- delegates ---**

6 A. Yes.

7 **Q. --- that might be able to help out as witnesses
 8 for Cruz?**

9 A. Yeah, we did. I e-mailed all these guys and I
 10 got the worst e-mail responses back. It's pretty
 11 hysterical. Probably not appropriate for Court.

12 **Q. Okay.**

13 A. But yes, this is what I was talking about.

14 **Q. All right.**

15 ATTORNEY JOEL:

16 Why don't we take a break? It's about
 17 ten of. Give you a chance to get your head together
 18 for the next thing.

19 SHORT BREAK TAKEN

20 BY ATTORNEY JOEL:

21 **Q. Mr. Pool, one question that came to me over the
 22 lunch break was in Pennsylvania when you're getting
 23 the notarization requirement, that's done, the
 24 signature occurs of the Pennsylvania resident and the
 25 notarization happens both after all the signatures**

24 (Pages 90 to 93)

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<p>1 collected on that piece of paper; correct?</p> <p>2 A. Oh, yeah. Of course. Of course. Now, if</p> <p>3 there's a typo or a dating error, it does happen. I</p> <p>4 would say, you know, when I get a notarized piece of</p> <p>5 paper, it's going basically in a folder that no one's</p> <p>6 ever going to get back from me.</p> <p>7 Q. Okay.</p> <p>8 A. And I do a pretty thorough job of checking it,</p> <p>9 but stuff does happen.</p> <p>10 Q. But that's the intent, is that the signature and</p> <p>11 the notarization happens after you've collected all</p> <p>12 your signatures?</p> <p>13 A. A hundred percent, yeah. We would not do</p> <p>14 anything else or allow anything else to happen.</p> <p>15 Q. Okay.</p> <p>16 ATTORNEY JOEL:</p> <p>17 There's three of them there.</p> <p>18 (Defendant's Exhibits 9, 10 and 11</p> <p>19 marked for identification.)</p> <p>20 BY ATTORNEY JOEL:</p> <p>21 Q. I'm showing you what's been marked as Defendant's</p> <p>22 9, 10 and 11. Take a minute. Take a look at them.</p> <p>23 And when you're ready, let me know. Ten may be a</p> <p>24 duplicate.</p> <p>25 A. Yeah, I think this is 10. I think that this is</p>	<p>1 A. Oh, yeah. So this is actually a contract that I</p> <p>2 was sending to Rocky for the Ohio. Originally me and</p> <p>3 Rocky, for when he was running as an Independent, I</p> <p>4 called about the money issue that I was still owed</p> <p>5 from this contract, Shawn Wilmont's contract. And I</p> <p>6 contacted him after the Libertarian National</p> <p>7 Convention. And he called me that night and he</p> <p>8 contracted me immediately to do Ohio. So this was the</p> <p>9 first.</p> <p>10 Q. Okay.</p> <p>11 A. This would be the first contract we executed and</p> <p>12 then after that there was another amendment with a</p> <p>13 bunch of states.</p> <p>14 Q. Okay. Okay.</p> <p>15 A. Does that make sense?</p> <p>16 Q. Yeah. So 11 was the contract between Benezet and</p> <p>17 Rocky De La Fuente to collect signatures for him as an</p> <p>18 Independent in Ohio to get on the general election</p> <p>19 ballot?</p> <p>20 A. Yeah. And it makes sense that there's no line</p> <p>21 there or his signature because we actually were</p> <p>22 missing that. And I asked him. He sent it to me and</p> <p>23 I didn't print it. I think it was a text message.</p> <p>24 Anyway, I couldn't find it forever and we couldn't</p> <p>25 make the actual amendment until we had the original</p>
Page 95	Page 97
<p>1 the same multi-one.</p> <p>2 Q. Is that the same one for Cruz for President?</p> <p>3 A. Yeah. I mean, I haven't gone through every word,</p> <p>4 but it should be.</p> <p>5 Q. All right. Then take a look at 9. What's that?</p> <p>6 A. Nine is the contract I had with --- this is the</p> <p>7 contract between me, Shawn Wilmoth for the Rocky De La</p> <p>8 Fuente campaign.</p> <p>9 Q. That was Rocky as a Democrat?</p> <p>10 A. Rocky as a Democrat in the State of Pennsylvania.</p> <p>11 Q. Okay. And what is 11?</p> <p>12 A. It does say qualify Rocky De La Fuente for the</p> <p>13 2016 Republican Primary ballot. Obviously that's</p> <p>14 incorrect. But yes.</p> <p>15 ATTORNEY ROSSI:</p> <p>16 He's ambitious, he's not that ambitious.</p> <p>17 A. Yeah. Yeah, I don't think he would fly there.</p> <p>18 This is the agreement between me and client. This is</p> <p>19 just a standard contract.</p> <p>20 BY ATTORNEY JOEL:</p> <p>21 Q. Okay. So Defendant's 11 is just a template</p> <p>22 contract?</p> <p>23 A. Yeah. Yeah.</p> <p>24 Q. And I ask because it looks like the last page,</p> <p>25 there's something in there.</p>	<p>1 thing that he'd executed. So we gave you the blank</p> <p>2 one just ---</p> <p>3 Q. Okay.</p> <p>4 A. --- because that's all we had.</p> <p>5 Q. That's fine.</p> <p>6 A. And I do have one thing to add to the record ---</p> <p>7 Q. Sure.</p> <p>8 A. --- from the prior thing. I worked for the</p> <p>9 Libertarian party this summer.</p> <p>10 Q. Okay.</p> <p>11 A. And I also worked for the Green party this</p> <p>12 summer.</p> <p>13 Q. Okay.</p> <p>14 A. And I put them on a few different states each.</p> <p>15 So that's something that needed to be amended.</p> <p>16 Q. Let's talk about that then. So did Benezet, was</p> <p>17 it Benezet that had that work?</p> <p>18 A. Yes, sir. Benezet did it.</p> <p>19 Q. So Benezet had a contract with the Libertarian</p> <p>20 party to collect signatures to get Libertarian</p> <p>21 candidates or Libertarian party on ballots?</p> <p>22 A. Libertarian candidate, Libertarian --- well, the</p> <p>23 Libertarian party in some states like Pennsylvania.</p> <p>24 And then Libertarian candidates in other states like</p> <p>25 Ohio.</p>

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1 **Q. Okay. So what ---.**

2 A. And I only did three states. So if you want me
3 to answer that really quickly, I can.

4 **Q. Yeah, let's go into that. So what states did**
5 **Benezet collect signatures for for the Libertarians?**

6 A. Libertarian party we did the party petition of
7 Illinois and Pennsylvania. And we only did, we did a
8 small portion of the contract. So I was the
9 subcontractor. I was contracted by a subcontractor.

10 **Q. So there was a contractor who subcontracted to**
11 **somebody else, who subcontracted to Benezet ---**

12 A. That's correct.

13 **Q. --- to get some signatures?**

14 A. That's my belief, yes.

15 **Q. All right. And that was to get the Libertarian**
16 **party on the general election ballot in Illinois and**
17 **Pennsylvania?**

18 A. Yes, sir.

19 **Q. Okay.**

20 A. No, that was for Illinois. For Pennsylvania, I
21 was directly through the Libertarian National
22 Committee.

23 **Q. Okay.**

24 A. LNC. And then for Ohio, I was direct through the
25 LNC as well. And I had an exclusive for 5,000

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1 signatures. And they were going to get the other
2 5,000 from volunteers. And that was for the
3 Independent presidential petition for the Libertarian
4 candidates.

5 **Q. Okay.**

6 A. Because they were running as Independents, not as
7 the party.

8 **Q. All right. And did you collect for any**
9 **candidates as well, or just for the party?**

10 A. Just for the --- we collected for Gary Johnson
11 and for William Weld. The Independent presidential
12 candidates --- we put them on as an Independent in
13 Ohio if that makes any sense.

14 **Q. Okay.**

15 A. Because the party petition requirement is so much
16 more it makes a lot of cost. It makes cost-effective
17 strategies to go after the Independent status. So you
18 know how many candidates. Does that make sense?

19 **Q. Uh-huh (yes).**

20 A. So it's 5,000 signatures versus 35,000.

21 **Q. And how about the Green party? Where did you**
22 **collect? Where did Benezet have contracts to collect**
23 **for the Green party?**

24 A. In Pennsylvania, Virginia, Georgia and that's it.

25 **Q. And how many people did Benezet deploy for the**

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1 **Libertarian signature gathering effort?**

2 A. I subcontracted like two or three big
3 coordinators in Ohio. They were working on some
4 state-wide initiative orders. So I just, you know,
5 basically threw it to them. Saw how many signatures
6 they got. And I think they probably had, I think we
7 had about 20 circulators total for the Libertarian
8 party of Ohio. For Illinois, it was a little
9 different set up. I was basically given a 12,500
10 signature contract. I flew in or I drove in from Ohio
11 and found two pretty solid guys. Put them to work and
12 we ended up getting about 9,000 or 10,000 of the
13 signatures. The lady who contracted me got another
14 2,000. And then for Pennsylvania, I turned in about
15 1,500 signatures. And that was all done through a
16 hand full of people that I had working for Rocky and
17 other stuff.

18 **Q. So I just want to make sure I understand. So**
19 **Illinois, you subcontracted it to somebody else?**

20 A. To two individuals.

21 **Q. Okay.**

22 A. But I was like managing them and overseeing the
23 whole production so.

24 **Q. What two individuals were those?**

25 A. Rod McCulloch and Jon Zahm and their companies.

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1 I think one's Victory Research and the other one's
2 Goliath Slayer Communication.

3 **Q. And then the Pennsylvania Libertarian, who did**
4 **you use to collect those signatures?**

5 A. That was my company. I used a handful of guys.
6 And I'm going to get you that list tonight.

7 **Q. And then for Ohio, did I hear you right that you**
8 **subcontracted that work out to somebody?**

9 A. I did. I did. And when I subcontract, I do a
10 very particular way. Like I'm sourcing people, too.
11 So I'll put up ads or whatever and find petitioners
12 and I send them to my guys. So they'll make the deals
13 off. But I'm helping them get the job done. And my
14 intent was to always go and do the whole State of Ohio
15 myself personally. But it was at that time that I got
16 contracted by Rocky. And it just made the most sense.
17 So I guess I'm saying that defensively in case anyone
18 like reads this deposition. But we did subcontract it
19 out. And we subcontracted Brian Meader (phonetic)
20 who, I can't remember his company. It's a real weird
21 name. It's like Jack Services Sunset Services, LLC.
22 And that's in my discovery today. And then also
23 another person named --- he didn't do much work. I
24 can't remember his name.

25 **Q. Okay.**

26 (Pages 98 to 101)

Page 102	Page 104
1 A. I'll find it.	1 signatures. They wanted 1,000. They were pretty non-
2 Q. And were you able to collect signatures in	2 plussed with his output. So they ended up basically
3 Pennsylvania?	3 pulling it and giving it to someone else.
4 A. Me personally I did not.	4 Q. How about Georgia? Did you subcontract out or
5 Q. Okay.	5 was that Benezet?
6 A. I didn't sign off on any affidavits.	6 A. I did subcontract it out, but I did do the work,
7 Q. But the people who you sent out, were they able	7 too. So I subcontracted it to Derrick Lee who had
8 to collect?	8 worked with me a lot or worked with Rocky a lot, the
9 A. Oh, yeah.	9 cycles. So he was doing Rocky there.
10 Q. Okay.	10 Q. Now, when you were collecting for Cruz in
11 A. Yeah. We got 1,500 signatures ---	11 Pennsylvania, were you collecting signatures for Cruz
12 Q. Okay.	12 and also his delegates? Delegates only? Cruz only?
13 A. --- for the LP and about 4,500 for the Green	13 How was that?
14 party.	14 A. No, the plan was a delegate strategy plan. He
15 Q. And for the --- staying on the Libertarian party,	15 wanted to have his delegates on the ballot. So we
16 that was this, it was 2016 ---	16 tried to get them as, you know, the District seemed to
17 A. Yes, sir.	17 want its delegates in there.
18 Q. --- that that happened?	18 Q. And the 4,000 signatures you testified about
19 A. Yeah.	19 getting, were those for his delegates?
20 Q. And was there an in-state witness requirement on	20 A. Oh, yeah. I mean like it's split up, you know.
21 that collection?	21 We probably got 1,500 for Cruz and then, you know,
22 A. There wasn't.	22 2,500 for the delegates.
23 Q. Was there a notarization requirement on that	23 Q. And were you successful in getting these
24 collection?	24 delegates done?
25 A. There wasn't.	25 A. Yeah, we got some. I think we got about ten on
Page 103	Page 105
1 Q. Was there a can't sign two permit on that?	1 there. Between five and ten that my people helped
2 A. There was not.	2 personally fill.
3 Q. For the Green party, you said you went to	3 Q. Yesterday there was some --- I forget which
4 Pennsylvania, Virginia and Georgia. Pennsylvania, did	4 witness it was frankly. There was some testimony
5 Benezet do that work itself?	5 about somebody witnessing. Kemit or something like
6 A. Yes.	6 that.
7 Q. Who did you deploy there to do that?	7 A. Kemit, yes.
8 A. I'm going to give you that list tomorrow.	8 Q. Kemit. Can you spell that for me?
9 Q. And were those signatures --- did you have the	9 A. It's K-E-M-I-T. Like Kermit without the R.
10 in-state requirement for those signatures?	10 Q. Is that his first name or last name?
11 A. Yes. No. No, we did not.	11 A. That's his first name.
12 Q. Okay.	12 Q. What's the last name?
13 A. No.	13 A. His last name is Wilson, I believe.
14 Q. With the notarization?	14 Q. Okay.
15 A. No. We did not have that requirement either.	15 A. I'll double check that. I think it's in my phone
16 Q. And how about the requirement of two people not	16 but ---.
17 being able to sign? Or one person not being able to	17 Q. Am I correct that he was a witness for the Rocky
18 sign two or more petitions?	18 Democratic collection effort?
19 A. We did not.	19 A. He was. Yes, sir; that's correct.
20 Q. Virginia, did Benezet do that or did you	20 Q. How did you find him?
21 subcontract?	21 A. We found him --- we sourced him through I believe
22 A. Bob Lynch has worked with me a lot. He said he	22 it was Gerald Bundy; he's a friend of Gerald Bundy or,
23 wanted to do it. And it was an Election Day only type	23 you know, that's exactly how we found him.
24 of deal. And I subcontracted out technically to allow	24 Q. And was Bundy, was he from Pennsylvania also, if
25 him to do the whole thing. I think he got 300	25 I remember right?

1 A. Yes, he's from Philly.
 2 **Q. Now, there was some discussion --- well, now let**
 3 **me ask you this. Did you have a written contract with**
 4 **Mr. Wilson to be a witness?**
 5 A. No, I did not.
 6 **Q. Did you have any paperwork back and forth with**
 7 **him setting up the relationship with him?**
 8 A. I had a contract, a verbal contract with Gerald
 9 who worked for me, you know, a lot. And Gerald's the
 10 one who sourced Kemit. And he told Kemit exactly what
 11 me and Gerald had agreed to for all witnesses in this
 12 state.
 13 **Q. Okay. What was that?**
 14 A. \$10 per hour. And it's written in our contract.
 15 I'm getting into my cost that I billed the campaign.
 16 **Q. I'm sorry, say that again?**
 17 A. I'm giving them literally the cost that was
 18 billed to the campaign.
 19 **Q. Okay.**
 20 A. So Rocky's campaign is paying me \$10 an hour.
 21 I'm giving it directly to the witness who's following
 22 around my people and helping.
 23 **Q. Okay.**
 24 A. Okay.
 25 **Q. And it sounds like there was a dispute over**

1 ended up being less the way Shawn proposed it; the \$10
 2 per hour. You know, I want to make sure that they're
 3 all there also. I could see people saying yeah, I'll
 4 just go get them and I'll sign off on them. I don't
 5 want anything like that to happen. So I think the per
 6 hour thing maybe is better. You know, these guys are
 7 all independent contractors. They're just going to do
 8 what they do anyway. But I wanted to make sure that
 9 the plan was in place to make sure the best business
 10 practices were followed.
 11 **Q. Okay.**
 12 A. And I thought that the hourly rate, after talking
 13 to Shawn, might have been the smarter strategy.
 14 **Q. And why is that?**
 15 A. For those reasons; making sure the person
 16 actually shows up to the job and not trying to pull
 17 some, you know, shoddy --- I don't know, doing
 18 something that's not correct.
 19 **Q. So were you actually there on the collecting with**
 20 **Mr. Wilson?**
 21 A. No, I was not there.
 22 **Q. Okay.**
 23 A. I was there at the turn in to get his stuff
 24 notarized.
 25 **Q. Oh, okay.**

1 **payment with Mr. Wilson. What's your understanding of**
 2 **that?**
 3 A. Well, I was there so I understand it to be the
 4 guy basically tried to change the deal after the fact
 5 and refused to notarize the signatures we needed to
 6 get him on the ballot. I mean, you're talking about
 7 700 signatures or so. Basically we wouldn't have
 8 qualified Rocky if there was a challenge or anything
 9 without paying this guy the extra money he asked for.
 10 **Q. So why did he think he was deserving of more**
 11 **money?**
 12 A. It happens a lot. Just people get greedy and
 13 they realize how important their role is in the
 14 process. And they start asking for more.
 15 **Q. What was his basis for saying it? Did he say he**
 16 **worked more hours? I mean, if there's an hourly rate,**
 17 **how did he come up with that I'm owed this?**
 18 A. He just said that that's what he thinks it's
 19 worth.
 20 **Q. Did you ever consider paying any of your**
 21 **witnesses a per signature fee?**
 22 A. I wanted to actually. I didn't. And I told
 23 Shawn that. I said I think that, you know, if we
 24 charged \$1 per signature rate, it'll come out to be,
 25 you know, probably the same price. And it actually

1 A. To write him his check.
 2 **Q. Did you end up resolving that with him?**
 3 A. I did.
 4 **Q. What did you end up giving him?**
 5 A. I gave him a few hundred dollars extra. We
 6 settled about half.
 7 **Q. Okay.**
 8 A. By the end of it, he probably got \$300 or \$400
 9 extra.
 10 **Q. Since Benezet has been up and running in 2014,**
 11 **has it been profitable?**
 12 A. In 2014, no. But it has been this year.
 13 **Q. So 2016 you'll be profitable?**
 14 A. Yeah, I'll be profitable this year.
 15 **Q. 2015, you didn't do any work?**
 16 A. Didn't do any work under Benezet.
 17 **Q. And 2014, you just started out?**
 18 A. Yeah. We're baby.
 19 **Q. Okay.**
 20 ATTORNEY JOEL:
 21 Can you mark that one, please? Okay.
 22 I'm not sure if that's supposed to go with something
 23 else or what. That's the way it came to us sort of
 24 after another e-mail.
 25 (Defendant's Exhibit 12 marked for

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1 identification.)

2 BY ATTORNEY JOEL:

3 **Q. So can you just tell me what that is?**4 A. This is the amendment for Rocky De La Fuente's
5 contract. I think number ten in there. This would be
6 the amendment for number ten.7 **Q. So if it's not number ten, whatever the contract**
8 **we just looked at for Rocky De La Fuente, this is the**
9 **amendment?**

10 A. Sure. Yeah.

11 **Q. That added all those states?**12 A. Yeah. And I believe the contract was for Ohio.
13 So then we said okay, well this is now going to amend
14 the Ohio agreement and then add all these other
15 states.16 **Q. Okay.**17 A. And then this was, after this everything became a
18 verbal basically because we were just moving too
19 crazy.20 **Q. And was this for him as an Independent?**

21 A. Yeah.

22 **Q. Correct? Okay. What do you mean when you say**
23 **you're moving too crazy?**24 A. Well, I mean like we're just, you know, I didn't
25 have time to go and sit with my contract lawyer and go

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1 days to go get the 10,000 signatures or so we needed.
2 And, you know, get it done. And then after that we're
3 like okay, great. And then we get called to come to
4 Pittsburgh. So we all move to Pittsburgh. Okay,
5 great. Go get that done. You know, what else do got?
6 Alabama, Virginia, Kentucky, you know, Georgia. Some
7 of the people came in from working for Alex in
8 Connecticut and Massachusetts. So people just kind of
9 running all over.10 **Q. Okay.**

11 A. That's what I meant.

12 **Q. And after the primary in Pennsylvania, did you**
13 **guys continue collecting signatures in other**
14 **locations?**15 A. After the primary in Pennsylvania we're pretty
16 much done. After the primary date or after the
17 Pennsylvania primary collection window?18 **Q. After the collection window.**19 A. After the collection window, I think we still did
20 a couple things but I can't recall.21 **Q. Okay.**22 A. I don't know what we --- I think actually we were
23 done. We're done. I remember we're done.24 **Q. Is that because there was --- I mean, were there**
25 **other ---.**

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1 and like read the by stuff and then get his signature
2 because, you know, by this time we're halfway through
3 the cycle. Deadlines are looming. You know, we're
4 just, we're literally just become a nomadic band of
5 petition gatherers and throw them into the next state.
6 Make sure we see what we can get on the ballot.7 **Q. This nomadic existence that you and your people**
8 **had, did that --- when did it start?**

9 A. It started basically after Pennsylvania.

10 **Q. So after the Pennsylvania Democratic deadline?**11 A. No, after the Pennsylvania Independent deadline
12 we became pretty chaotically moving about trying to
13 get stuff done.14 **Q. Okay. And was that August?**

15 A. Yeah. I think it was August 1st deadline.

16 **Q. August 1st. Okay. So from August 1st through**
17 **when were you and your folks nomadic?**

18 A. Pretty much until about two weeks ago.

19 **Q. And describe what you mean by nomadic?**20 A. We're just like, you know, I went from
21 Pennsylvania into Ohio. We had eight days to get it
22 done. Then we got contracted. We got the
23 Constitution party. Actually, they contracted us
24 there, too. I didn't tell you that. That's another
25 amendment. Darrell Castle. You know, so we had eight

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1 A. There's no ---.

2 **Q. Were there other drives to do?**3 A. After that, the only thing really left is Rhode
4 Island delegates. And the Rhode Island delegates need
5 like 1,000 signatures between the two congressional
6 districts. It's pretty easy. At that point everyone
7 --- all the Republican Party people are helping anyone
8 but Trump. So they need to spend money on this.9 **Q. And how about for the Independents? When do**
10 **those start up?**

11 A. The Independents start up ---.

12 **Q. What was the earliest startup date?**

13 A. Actually, some of them started right around then.

14 **Q. Oh, okay.**15 A. So I could have actually theoretically began
16 circulating at the same time. I could have started
17 circulating for the Libertarians probably at the same
18 time that we had turned in for Ted Cruz. I believe
19 that I could have gone straight into doing that.20 **Q. Okay.**

21 A. I'll look at the timeline and see.

22 **Q. If you had a contract?**

23 A. Yeah, if I had a contract. Yeah.

24 **Q. So there's work to be done in various states for**
25 **other, for Libertarians, Greens, Constitution, ballot**

29 (Pages 110 to 113)

1 initiatives.

2 A. There's work, yeah. It's just fighting over,
3 figuring out who's going to hire you do to it.

4 **Q. Okay.**

5 A. Yeah. And, you know, it's human inertia, too. A
6 lot of these guys don't even look at getting it done
7 until the last two weeks. So try getting a contract
8 from a Libertarian until they need it. It's kind of
9 hard.

10 **Q. When you're going to all of these states, the
11 cycle 2016, are you driving to them? Are you flying
12 to them? What's your mode of transportation?**

13 A. We do all of it. You know, fly, drive, train.
14 Pretty much however we have to get there. No boats.
15 But, you know, I'm sure it's not out of the question.

16 **Q. Now, from 2014 through 2016, let's take that
17 chunk of time. Not Benezet-related work or Benezet
18 contracted work, but Trenton Pool individual work.**

19 A. Okay.

20 **Q. What did you do?**

21 A. We put some candidates on the ballot for Supreme
22 Court of Texas. Probably the first thing we did.

23 **Q. And when was that?**

24 A. 2014. Early 2014. Actually, we might have
25 already filed them. That was probably 2013.

1 **Q. And that was?**

2 A. So you didn't ask that. I won't, I'll say we
3 didn't do them. But I was working on my dad's
4 campaign.

5 **Q. Okay.**

6 A. He was running for Supreme Court. That was
7 probably the first thing we did in 2014.

8 **Q. Okay.**

9 A. Then after that it was I left my dad's campaign
10 to go and I raised about \$30,000 to go and take out a
11 congressman, take down a congressman from getting re-
12 elected. Helped stop a congressman from being re-
13 elected.

14 **Q. Okay.**

15 A. That would be a more appropriate way.

16 **Q. How did you do that?**

17 A. We basically put together like a campaign
18 strategy, executed a campaign plan. You know, like
19 general political consulting stuff.

20 **Q. Okay.**

21 A. Signs, you know, mailers, phone calls.

22 **Q. With regard to the Supreme Court, were you out
23 collecting signatures for that?**

24 A. I did collect signatures for my dad and two other
25 candidates.

1 **Q. And two other candidates. Were you paid for
2 that?**

3 A. I was paid. Dad didn't pay me. He was supposed
4 to. I got paid by, you know, I probably made like
5 \$5,000 or so. \$10,000. I can't remember the total.
6 I was supposed to make more, but the donors' checks
7 didn't matriculate as we were planning. So a lot of
8 the money didn't come. We were all kind of just
9 sitting there twiddling our thumbs like, what do we
10 do?

11 **Q. So that might have been 2013 or '14. But that
12 was something you, Trenton Pool, did outside of
13 Benezet?**

14 A. Yeah. Yeah.

15 **Q. Okay.**

16 A. Yeah.

17 **Q. Did you bring anybody in to help you out or did
18 you just do that yourself?**

19 A. Jake Witmer came down to help with signature
20 gathering. He also helped run dad's campaign. He
21 lived with my parents for like six months.

22 **Q. Was that six months in 2013 or '14?**

23 A. Probably a month or so in '13. And then four
24 months or so, five months in '14.

25 **Q. Okay.**

1 A. 'Til the primary, whatever the date was. It may
2 have been four or five months. I can't remember.

3 **Q. So you collected signatures for your father's
4 campaign for Supreme Court and two other candidates.**

5 A. And then there was probably a handful of others
6 that we picked up along the way, you know. So a guy
7 would say hey, I need signatures, too. I see you guys
8 are collecting. Will you go get me 100? We'll go get
9 them 100 signatures.

10 **Q. And this is for that same Supreme Court race?**

11 A. No, they're running for like District Judge.

12 **Q. Okay.**

13 A. They're running for, you know, dog catcher.
14 Whatever it was.

15 **Q. Okay.**

16 A. So there's probably about six or seven other guys
17 and I don't know their names, all of them.

18 **Q. Okay. Was that in 2014?**

19 A. That was 2014.

20 **Q. But all those efforts were in Texas that you did?**

21 A. All of them in Texas, yeah.

22 **Q. How about any others in 2014 that Trenton Pool
23 did in terms of collecting signatures?**

24 A. Just collecting signatures. There wasn't
25 anything else.

<p>Page 118</p> <p>1 Q. Okay. How about in 2015? Anything that Trenton 2 Pool did to collect signatures in 2015?</p> <p>3 A. Actually, sorry. 2014 was the Equal Rights 4 Ordinance. So we ended up doing that in like July.</p> <p>5 Q. Okay. That was in Texas also?</p> <p>6 A. Yes.</p> <p>7 Q. Okay.</p> <p>8 A. In Houston.</p> <p>9 Q. Okay. Anything else in 2014?</p> <p>10 A. I think that's it.</p> <p>11 Q. All right. How about 2015?</p> <p>12 A. 2015, the very end about I think like the late, 13 late, late, late, it was probably like right at the 14 --- it was November, December. I can't remember. I 15 got to go look at the timeline. But I consider that 16 all in this fiscal year because we really didn't do 17 billing or any of that. It was like we got contracted 18 technically in that year. But all the work was done 19 in the '16 cycle.</p> <p>20 Q. So in 2015, I just want to make sure I 21 understand, Trenton Pool didn't collect signatures in 22 2015?</p> <p>23 A. That's correct.</p> <p>24 Q. In 2016, has Trenton Pool collected signatures 25 other than for your work with Benezet?</p>	<p>Page 120</p> <p>1 A. I started a long time ago with Jake. We were in 2 Oregon.</p> <p>3 Q. Can you give me a year?</p> <p>4 A. I think it was 2006. I don't really recall. I 5 believe it was whatever --- it must have been 2006 6 because that was the Libertarian National Convention 7 of Oregon where we were.</p> <p>8 Q. And what did you do in 2006 as it related to 9 collecting signatures?</p> <p>10 A. We worked for a petition company called Americans 11 for Limited Government. It was run by, you know, some 12 co-financed organization. I didn't know anything 13 about gathering signatures other than it was kind of 14 an interesting thing to me. And Jake was already 15 there doing it. And I was supposed to meet up with 16 this guy Jake because he was going to pay half of gas 17 to drive from Oregon to Alaska where we both needed to 18 go. So he asked me if I wanted to work. I remember 19 we made, I made like \$3,000 or \$4,000 in a few days. 20 So I thought it was pretty cool.</p> <p>21 Q. Okay.</p> <p>22 A. I was in college.</p> <p>23 Q. I never asked you about your educational 24 background. Tell me about that.</p> <p>25 A. I went to school growing up in high school and</p>
<p>Page 119</p> <p>1 A. No, I was doing this under the Benezet name 2 there. We also did an Uber lift. We helped recall a 3 city councilor as an advisory role to source 4 petitioners. I forgot to mention that, too. That's 5 one thing we did in 2016 while we were doing all this 6 other stuff.</p> <p>7 Q. Did that involve signature collecting?</p> <p>8 A. Yeah, it did.</p> <p>9 Q. Okay. Where was that?</p> <p>10 A. That was in Austin. It was a recall of Ann 11 Kitchen. We sourced about 10 or 20 of the petitioners 12 that they used to gather the 5,600, 6,000 signatures 13 in the District.</p> <p>14 Q. Was that Benezet?</p> <p>15 A. That was probably, I can't remember. I think 16 they wrote the check to Benezet. But it could have 17 been my name on it. So I would just say either one.</p> <p>18 Q. Okay.</p> <p>19 A. You can say it's under me. That's fine.</p> <p>20 Q. So anything else in 2016 where Trenton Pool was 21 out collecting signatures other than for Benezet?</p> <p>22 A. No, that's pretty much it.</p> <p>23 Q. So now let's go back before the formation of 24 Benezet in 2014. When did you first begin doing work 25 as a signature collector?</p>	<p>Page 121</p> <p>1 then went to Baylor for a semester. Didn't like it. 2 So I transferred to Alaska. They had given me part of 3 the --- they have like a private fund dividend that 4 they give people that go to all the schools. And so 5 it was super cheap and I had made like a 1,400 SAT, 6 1,300-something SAT. So they gave me a scholarship to 7 Baylor. And then I went to Alaska and they gave me a 8 good deal. And then I transferred to SMU because I 9 mean there's not much money in being a park ranger, 10 you know.</p> <p>11 Q. What was your degree in?</p> <p>12 A. My degree was in business and geology. A little 13 bit different.</p> <p>14 Q. And when did you get your degree?</p> <p>15 A. I got my degree in 2010.</p> <p>16 Q. So 2006 was your first signature gathering for 17 money?</p> <p>18 A. Yeah. That was the first time I ever did it.</p> <p>19 Q. And that was for Americans for Limited Government 20 in Oregon?</p> <p>21 A. Yes.</p> <p>22 Q. What time of year was that?</p> <p>23 A. It was in the summer, early summer.</p> <p>24 Q. Did you do any other signature collecting in 25 2006?</p>

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1 A. I might have. We had a --- when we got to Alaska
 2 we started fighting a smoking ban. And it was
 3 actually the first time I'd ever seen a petition drive
 4 come from conception. And it left, you know, a
 5 lasting impact on me. We raised about \$30,000 from a
 6 bingo hall owner who installed all these smoke
 7 extractors in his store. I believe I collected some
 8 of the signatures before I left. I had to go back to
 9 school at SMU. So we ended up actually referrending
 10 successfully and putting it back to the voters to make
 11 a question on the ballot. We ended up losing, but it
 12 was still an interesting experience.

Q. Any other signature collecting efforts in 2006?

14 A. No, that would be it.

Q. And both of those, were you paid for those?

16 A. I don't think I took any money for the second
 17 one. But the first one, yes.

**Q. How about in 2007? What signature collecting
activities did you ---?**

20 A. I don't know. I don't know what year it was.
 21 Between 2006 and the time I graduated and we started
 22 Benezet or started working as petition gatherer.
 23 There wasn't many times I can like --- I know that
 24 there were places that I was and I went in-between
 25 summer breaks. But I don't know what years they were.

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**Q. So would it be fair to say that from 2007, 2010
it was sporadic?**

3 A. Sporadic, yeah.

Q. Okay.

5 A. If Jake testified, he probably --- because I was
 6 working with either him or Andy Jacobs. And you'll be
 7 probably both of them. If you haven't met Andy, he's
 8 probably on the list.

**Q. Were those efforts, the sporadic efforts between
2007 and '10, were they --- were you paid for all of
them? Were you paid for some of them?**

12 A. I think Jake is the only one who didn't pay us.
 13 I think Jake was the only one that didn't pay us. He
 14 had an issue with --- didn't pay us. He didn't pay
 15 us, yeah. But he had an issue with one of the clients
 16 and like one of the --- the Proponent didn't pay him
 17 or something. So we ended up all getting stiffed.
 18 But we got paid as much as we could get paid, yes.

**Q. Were any of those signature sporadic gatherings
volunteer? And by volunteer I don't mean where you
didn't get paid because you got stiffed. I mean
volunteer like you wanted to do it ---**

23 A. Yeah.

Q. --- even if you weren't expecting to get paid.

24 A. I think we gathered some signatures. I don't

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1 remember. Probably not.

Q. Okay. So in 2010, you graduated from college.

3 A. Uh-huh (yes).

Q. Yes?

5 A. Yes.

**Q. Okay. Thank you. And is that when you decided
you wanted to be a professional signature gatherer?**

7 A. Not really. Just kind of, you know, the economy
 9 was tanked. And I, you know, needed to do something.
 10 And it was something I seemed to be pretty good at.
 11 So I just kind of hit the pavement and started doing
 12 it.

Q. Okay.

14 A. Make some money.

**Q. So in 2010, what issues or candidates or parties
did you collect signatures for?**

17 A. I'm not sure if I did anything immediately in
 18 2010. I was pretty proactive about looking for work
 19 in the geology field.

Q. Okay.

21 A. And I had been hired by a couple different people
 22 to do some stuff. My dad's and oil and gas driller so
 23 he had me working with him a lot.

Q. Okay.

24 A. But I know that between then and 2012, I started

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1 working. I did some work for Andy Jacobs, I believe
 2 and Jake Witmer.

**Q. So let's take it. I'm trying to do this
chronologically so I can get a clean record and know
what's what. So in 2011, did you collect any
signatures?**

7 A. I wouldn't be able to recall, yeah.

Q. Okay.

9 A. I have no clue.

Q. How about in 2012?

11 A. 2012, yes.

Q. So 2010, you're not sure. 2011, you're not sure.

13 A. 2011 I am sure actually. I do know an example.

Q. Okay.

15 A. My dad ran for Supreme Court at that time, too.
 16 So he's a perennial candidate they like to call him.

Q. Okay.

18 A. And he did ask us to collect the signatures. And
 19 Jake helped us in that.

Q. Were you paid for that?

21 A. I was paid a little bit, yeah.

Q. And that was within Texas I'm assuming?

23 A. Yeah. Yeah.

Q. Okay.

24 A. And then we also in 2012, we went, I left dad's

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1 campaign to do possible work for Ron Paul. And the
 2 work was supposed to be in Indiana but I couldn't make
 3 Indiana. I came at the end of the Pennsylvania drive.
 4 And I got to do some --- I started off volunteering
 5 because I didn't know who to talk to. But Andy hired
 6 me to do District --- one of the Districts in
 7 Pennsylvania.

8 **Q. So let's talk about 2012. So you collected
 9 signatures for Ron Paul.**

10 A. Yes.

11 **Q. Did you collect any other signatures for other
 12 candidates, issues, parties, anything like that in
 13 2012?**

14 A. No, not really.

15 **Q. So where did you collect signatures for Ron Paul?**

16 A. I collected predominantly, I mean I collected a
 17 couple hundred for him in the Allegheny County area.

18 **Q. Of Pennsylvania?**

19 A. Yeah.

20 **Q. And what did you say about Indiana? You tried to
 21 get there, but it didn't work out?**

22 A. Yeah. Dad's campaign was kind of like having
 23 issues. And Jake was supposed to get set up there.
 24 And so Jake was --- actually, Jake didn't come down in
 25 2012. He came in and then left. And he went and

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1 **witness?**
 2 A. We got teamed up --- I basically met the
 3 delegates and then I worked with them directly.

4 **Q. Okay.**

5 A. But I mean, again, I probably got that like the
 6 last week of the drive. I remember waiting around
 7 trying to figure out who to talk to.

8 **Q. And I'm assuming that those signatures were all
 9 notarized?**

10 A. They were, yeah. Everything was done notarized.

11 **Q. So you had a Pennsylvania witness; right?**

12 A. Uh-huh (yes). Yes.

13 **Q. Yes? All right.**

14 A. Yes.

15 **Q. And you had notary?**

16 A. Yes.

17 **Q. And you asked the questions to make sure you
 18 weren't getting somebody who had already signed
 19 somebody else's petition?**

20 A. Yes.

21 **Q. Where else did you collect in 2012, if anywhere?**

22 A. I'm sure there was more places. But I can't
 23 remember. I believe the Libertarian stuff was before,
 24 but I'm thinking now it probably was after that. And
 25 I think we went to North Dakota in 2012. But it could

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1 gathered signatures. I actually went up and met Jake
 2 and collected in Illinois, too. I remember that. I
 3 stayed with him and we did some Libertarian Party work
 4 as well.

5 **Q. And was that in 2012?**

6 A. Yeah. And then I was supposed to go to Indiana
 7 after Illinois. I can't remember what happened.
 8 Something fell through. It's all kind of --- I'd have
 9 to look at the timeline about all this stuff, man.

10 **Q. Okay.**

11 A. It's a pretty long time ago.

12 **Q. But in any event, you did go to Pennsylvania and
 13 collect signatures?**

14 A. I went to Pennsylvania, yeah.

15 **Q. Okay. And ---.**

16 A. Very small amount. I don't remember what it was.

17 **Q. Were you paid for those or no?**

18 A. I was a little bit. Andy probably knows exactly
 19 what I was paid. I'm not exactly sure.

20 **Q. And you were hired by Andy Jacobs to collect
 21 those signatures?**

22 A. Yeah, I was.

23 **Q. I'm assuming you had a witness with you?**

24 A. Yeah, we did.

25 **Q. Do you know how you got teamed up with that**

1 have been 2013. It makes sense though because the
 2 presidential cycle that we would have done North
 3 Dakota in 2012. So we went to North Dakota sometime
 4 in the summer.

5 **Q. And was that working for Andy Jacobs again?**

6 A. Andy Jacobs, yes.

7 **Q. And were you paid for those signatures?**

8 A. For Andy's? Oh yeah.

9 **Q. For the ones you collected in North Dakota and
 10 Pennsylvania, were you paid per signature?**

11 A. Per signature? For the Paul stuff, yes. And for
 12 North Dakota, yes. The Paul stuff was actually ---
 13 they did that kind of that hybrid where they give you
 14 your expenses. But I didn't have any. So I was like,
 15 I didn't have that many. I had notarization expenses.
 16 That was it.

17 **Q. Okay.**

18 A. Plus your signature costs. And then North Dakota
 19 it was just signature, no expenses.

20 **Q. Okay.**

21 A. Actually, no. I think I did get expenses there,
 22 too. I've got to look, man. I don't know how it all
 23 worked out.

24 **Q. Okay.**

25 A. But it was a signature pay. That's how we

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1 reimbursed.
 2 **Q. With the Benezet work for this year that Benezet**
 3 **has done in Pennsylvania, did the notary --- I'm**
 4 **sorry. Did the witness fee get passed on to whoever**
 5 **the client was?**
 6 A. No, not for Cruz.
 7 **Q. Not for Cruz?**
 8 A. For Rocky, it's in the contract that we ---
 9 **Q. Okay.**
 10 A. --- would pass that on.
 11 **Q. So for the Rocky witness fee, when Rocky was**
 12 **running as a Democrat in Pennsylvania, that \$10 an**
 13 **hour was passed through to the Rocky campaign?**
 14 A. It was passed to subcontractor.
 15 **Q. Oh. Passed through to ---**
 16 A. His contractor.
 17 **Q. --- Shawn?**
 18 A. Yeah. Yeah.
 19 **Q. Okay.**
 20 A. A deal, yeah.
 21 **Q. And for the Cruz, did you quote a price that**
 22 **would incorporate what that was going to cost you?**
 23 **That witness fee?**
 24 A. Yeah. I mean I did some arithmetic and figured,
 25 you know, I had a pretty good idea what it would be

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1 else to help go clean up. But yeah, I mean we were
 2 able to get about three of the five we had originally
 3 contracted for. And as I mentioned before, part of
 4 that was because the witness and district date who,
 5 you know, she spoke well and seemed really awesome and
 6 nice, she ended up being however you want to say it.
 7 I think pretty crazy.
 8 **Q. Getting back to 2012 when you were doing it just**
 9 **on your own or working for Andy Jacobs or somebody**
 10 **else, you mentioned Pennsylvania and you mentioned**
 11 **North Dakota. Any place else you collected signatures**
 12 **for?**
 13 A. Not that I remember.
 14 **Q. And the collection in Pennsylvania was for Ron**
 15 **Paul to get on the Republican primary ballot for**
 16 **President, I assume?**
 17 A. Yeah, that is true.
 18 **Q. And the work you did in North Dakota for the**
 19 **Libertarian party, was that to get them on the general**
 20 **election ballot ---**
 21 A. Yeah.
 22 **Q. --- for President?**
 23 A. Yes, it was. And we also did the Constitution
 24 Party there. And a third party, it was kind of odd at
 25 the time. It was brand-new. It was called Americans

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1 considering the other stuff. But when I did Cruz's
 2 --- like I told you before, when I did the Cruz bid, I
 3 was, I assumed that I was only going to do the
 4 districts that I had the people to do. So I was going
 5 to use people. I wasn't going to go source witnesses
 6 and everyone was circulated was going to be the
 7 witness. Now, that didn't actually work out that way.
 8 But that's pretty much what we had anticipated. So
 9 the \$7, \$6.50 that I quoted him should have been able
 10 to absorb some of it. But it's probably not, you
 11 know, I'm probably lower than what anyone else would
 12 have charged them.
 13 **Q. And did I understand you correctly that when you**
 14 **bid the Cruz work, you were, it was your thought that**
 15 **you were going to do a limited amount of districts,**
 16 **ones where you already had witnesses online to help?**
 17 A. Exactly.
 18 **Q. Okay. That was the plan?**
 19 A. That was the plan, yeah.
 20 **Q. Okay.**
 21 A. Yeah.
 22 **Q. And that didn't work?**
 23 A. No, we had to move some of the guys around. So
 24 we took like, you know, once someone moved, they'd
 25 finished the district, we had to move them somewhere

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1 Elect. And that was all for Mike Arno.
 2 **Q. And both of those, the Constitution party and**
 3 **that American Select or Elect?**
 4 A. Elect.
 5 **Q. Elect?**
 6 A. Yeah.
 7 **Q. American Elect party, was that also to get that**
 8 **party on the general election ballot for president?**
 9 A. Yes, sir.
 10 **Q. Did you do any work in 2012 signature gathering**
 11 **that wasn't associated with a presidential bid?**
 12 A. I don't believe so.
 13 **Q. So we talked about Pennsylvania and North Dakota.**
 14 **Any other states did you go to in 2012 to collect**
 15 **signatures?**
 16 A. I don't think so.
 17 **Q. How about 2013? Trenton Pool as an individual?**
 18 A. Just the stuff for the Supreme Court candidates.
 19 **Q. And is that what you talked about before that may**
 20 **have bled ---**
 21 A. Yes.
 22 **Q. --- into 2014?**
 23 A. Yes. Well, the signatures are due in December of
 24 that month. But the primary's not until a few months
 25 later. So we roll into the campaign.

<p style="text-align: right;">Page 134</p> <p>1 Q. Okay.</p> <p>2 A. So we're still helping and doing stuff.</p> <p>3 Q. And that Supreme Court candidate, that was your 4 father again?</p> <p>5 A. Yes. But I was helping two others, I mean I did 6 their signature gathering. I made it pretty clear I 7 wasn't going to help dad's campaign. I didn't think 8 it was appropriate. And, you know, it's hard to get 9 along with your dad. You know, seeing him getting 10 torn up. It kind of feels, you know, you just want to 11 stay away from it. So Jake did most of that.</p> <p>12 Q. Okay.</p> <p>13 A. I went and helped Robert Talton mainly. He's a 14 friend of mine. He was running for Supreme Court. So 15 I kind of, you know, I was his little helper. And 16 then they're doing, you know, I think we helped a few 17 other people. I can't remember who. I don't know.</p> <p>18 Q. Was that all in Texas though, that work in 2013?</p> <p>19 A. Yeah.</p> <p>20 Q. Did you do any other signature collection other 21 than for that Supreme Court work in Texas in 2013?</p> <p>22 A. No.</p> <p>23 Q. And 2014 we already talked about. Do you do, for 24 any of the folks who you subcontract with --- strike 25 that. That's a bad one.</p>	<p style="text-align: right;">Page 136</p> <p>1 Q. You have to say yes or no, please.</p> <p>2 A. Yes, sir. They are.</p> <p>3 Q. Did you ever --- did you or Benezet ever ask them 4 to try to find more witnesses in Pennsylvania?</p> <p>5 A. I think we did. I mean that's how I got a hold 6 of Kemit was through Gerald Bundy.</p> <p>7 Q. Okay.</p> <p>8 A. So I told him what the deal, what the offer was 9 and he sourced Kemit. And he, you know, I don't think 10 he found any. I don't know what he did. I didn't 11 think he --- they didn't do anything.</p> <p>12 Q. How many people ---?</p> <p>13 ATTORNEY ROSSI:</p> <p>14 Can you speak up for the ---?</p> <p>15 A. Yeah. Ed and Denise, they didn't do any --- I 16 didn't ask him to help source them out.</p> <p>17 BY ATTORNEY JOEL:</p> <p>18 Q. You didn't ask him to do what?</p> <p>19 A. I didn't ask him to help source anyone.</p> <p>20 Q. And by that you mean to help find witnesses?</p> <p>21 A. To help find, yeah, more registered ---</p> <p>22 Q. Okay.</p> <p>23 A. --- Republican or Democratic voters.</p> <p>24 Q. Is Jacobs a registered voter?</p> <p>25 A. I believe so.</p>
<p style="text-align: right;">Page 135</p> <p>1 For any of the individuals who you contract with, 2 that Benezet contracts with to go out and collect the 3 signatures, whether it's Witmer or Jacobs or any of 4 those folks, do you do any sort of a background check 5 on them?</p> <p>6 A. No.</p> <p>7 Q. Okay.</p> <p>8 A. I mean, no.</p> <p>9 Q. Your complement of signature gatherers that 10 Benezet uses, how did you find them all?</p> <p>11 A. We find them from all over.</p> <p>12 Q. Explain that to me.</p> <p>13 A. It's word of mouth. People being sourced by 14 other, you know, signature gathering companies, 15 friends of friends, you know, people who have done it 16 before. There's really not like that big of a barrier 17 of entries. So anyone can become one in a sense. So 18 we can also train them, which we did over the summer. 19 We've trained a lot of people. And, you know, try to 20 give everyone a chance.</p> <p>21 Q. I noticed that a few of your folks at least are 22 from Pennsylvania.</p> <p>23 A. Uh-huh (yes).</p> <p>24 Q. Jacobs, Mason, Mason and Bundy.</p> <p>25 A. Uh-huh (yes).</p>	<p style="text-align: right;">Page 137</p> <p>1 Q. Republican or Democrat?</p> <p>2 A. I'm not sure.</p> <p>3 Q. How about Mason, Ed?</p> <p>4 A. He's a diehard Republican.</p> <p>5 Q. Okay. How about Denise Mason?</p> <p>6 A. Republican.</p> <p>7 Q. And how about Gerald Bundy? Democrat, I'm 8 assuming?</p> <p>9 A. I don't know. I think he is.</p> <p>10 Q. Let me ask you this. Jacobs is a Pennsylvania 11 resident; correct?</p> <p>12 A. I believe so.</p> <p>13 Q. So Jacobs could have signed the affidavit. Why 14 did Jacobs need a witness?</p> <p>15 A. Jacobs need a witness?</p> <p>16 Q. Or did he?</p> <p>17 A. I don't know if he did. Where did he work? Did 18 he work in --- I think he did sign the affidavit.</p> <p>19 Q. Okay.</p> <p>20 A. Yeah.</p> <p>21 Q. And what about Mason? The Mason's? Did they 22 work for you in Pennsylvania?</p> <p>23 A. Yeah.</p> <p>24 Q. I thought they did.</p> <p>25 A. They did.</p>

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1 **Q. So they didn't need a witness?**
 2 A. They signed the affidavit, too.
 3 **Q. And how about Mr. Bundy?**
 4 A. Bundy, I don't know what he, if he worked for me
 5 or not at that time. I've got to go and figure it
 6 out. He might have gone to Delaware and did Delaware
 7 or something. He lives in Delaware, too. So we have
 8 --- I don't know. I'd have to go see what he did.
 9 **Q. Okay.**
 10 A. Or ask him. But I don't know. I don't recall
 11 him. Actually no, he did. He collected signatures
 12 for Rocky.
 13 **Q. Okay.**
 14 A. Yeah, he did.
 15 **Q. So why did he need a witness or did he?**
 16 A. I think he signed off on his declaration.
 17 **Q. Okay.**
 18 A. I'm not sure though. I'd have to go look. I
 19 can't remember how it went down. The people from the
 20 state didn't need witnesses.
 21 **Q. Okay.**
 22 A. And I made sure. We basically went and looked
 23 everyone up who was planning on being a petition
 24 circulator or a witness. And we took --- we typed in
 25 their date of birth, county and their name to make

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1 Mark that one next. Thank you.
 2 Thirteen.
 3 (Defendant's Exhibit 13 marked for
 4 identification.)
 5 BY ATTORNEY JOEL:
 6 **Q. Mr. Pool, I'm showing you what's been marked as**
 7 **Defendant's 13. Take a look at it. Let me know when**
 8 **you're ready.**
 9 A. I'm ready.
 10 **Q. Can you turn towards the back of it? There**
 11 **should be something called a verification.**
 12 A. Where is that? Do you want to show me? What's
 13 the last?
 14 **Q. It might be the second to last page.**
 15 A. Okay. Is this it there?
 16 **Q. There it is.**
 17 A. Okay.
 18 **Q. Is that your signature?**
 19 A. Yes, it is.
 20 **Q. Okay.**
 21 A. Yeah.
 22 **Q. Mind if I look at it?**
 23 A. Yes. I remember we signed these whenever you met
 24 with me ---
 25 ATTORNEY ROSSI:

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1 sure. So we didn't do background checks, but we did
 2 look up to see if they were actually voting or not.
 3 **Q. Okay.**
 4 A. And if they were, then they were allowed to be a
 5 witness or sign up on their own decs as a petitioner.
 6 **Q. Right. They wouldn't have need a witness then.**
 7 A. Yeah. Yeah.
 8 **Q. They could have just signed their own**
 9 **declaration.**
10 A. That would have saved money and time and a lot of
11 energy.
12 **Q. Have you begun any responding to proposals,**
13 **request for proposals, bid work, anything like that**
14 **for next year's election cycle, 2017?**
15 A. I haven't. I haven't.
16 **Q. And let me break it up. You as Trenton Pool?**
17 A. Yeah.
18 **Q. How about Benezet?**
19 A. Neither one.
20 **Q. All right.**
21 A. I'm exhausted man. Go find a nice beach
22 somewhere. I think that's my next priority.
23 **Q. As it relates to the Cruz efforts in Pennsylvania**
24 **--- strike that. Never mind.**
25 ATTORNEY JOEL:

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1 Yeah.
 2 A. --- to talk.
 3 ATTORNEY ROSSI:
 4 I don't even remember when we did it.
 5 A. We did it at the Crompaws in Harrisburg.
 6 ATTORNEY ROSSI:
 7 Oh, yeah. I came up to you.
 8 A. Yeah, you came up and saw me.
 9 BY ATTORNEY JOEL:
 10 **Q. Let me ask you this before we get to this**
 11 **document. Any of the times that you've been in**
 12 **Pennsylvania collecting signatures, ---**
 13 A. Uh-huh (yes).
 14 **Q. --- have you ever been stopped, told to stop,**
 15 **anything like that, by anybody associated with the**
 16 **Commonwealth of Pennsylvania?**
 17 A. Stop gathering signatures?
 18 **Q. Yeah, stop gatherings signatures. Stop talking**
 19 **to people about candidates. Stop advocating on behalf**
 20 **of whatever candidate you're advocating for, anything**
 21 **like that?**
 22 A. No.
 23 **Q. Okay.**
 24 A. Why?
 25 **Q. I'm just asking.**

36 (Pages 138 to 141)

1 A. Oh, okay. I don't believe so.
 2 **Q. What about any of the people who you have**
 3 **deployed to Pennsylvania? To your knowledge have any**
 4 **of them ever been stopped, arrested, told to stop**
 5 **gathering signatures, told that they're not allowed to**
 6 **speak about their political views, candidates,**
 7 **anything like that?**
 8 A. So can you just clarify what you mean by asked to
 9 stop? Like by an officer of the law?
 10 **Q. Yeah.**
 11 A. Okay.
 12 **Q. Yeah.**
 13 A. I'm sure, yeah. I mean I haven't personally, but
 14 I've had incidents all over the country where people
 15 have been asked to stop.
 16 **Q. I'm asking in Pennsylvania.**
 17 A. I got asked to stop by a lot of people that
 18 weren't officers of the law.
 19 **Q. No. All right.**
 20 A. So I mean it's like ---.
 21 **Q. To your knowledge, the time that you've been in**
 22 **Pennsylvania collecting signatures, ---**
 23 A. Uh-huh (yes).
 24 **Q. --- has any Pennsylvania law enforcement officer**
 25 **prohibited you from interacting with the people who**

1 **with him. That's fine.**
 2 A. Jake, could've happened to him, I don't know who
 3 was asked to stop what, you know. So I mean I'd have
 4 to go and ask every single person.
 5 **Q. Okay.**
 6 A. And when I say that, just to clarify, you know,
 7 signatures are gathered from all different aspects.
 8 You can go, some people gather them on private
 9 property. Some people gather them at public events.
 10 Some people go door-to-door. So there's a whole walk
 11 of different modes of modalities of getting these
 12 things onto the paper.
 13 **Q. Okay.**
 14 A. And so if they've been --- if they're at a
 15 private, you know, Walmart for instance getting
 16 signatures, odds are they probably got asked to stop.
 17 **Q. Okay.**
 18 A. You know?
 19 **Q. All right.**
 20 A. Does that make sense?
 21 **Q. Yeah. No, I understand what you're saying.**
 22 A. Okay.
 23 **Q. And that does help clarify what you said.**
 24 A. Okay.
 25 **Q. Thank you.**

1 **you're trying to convince to sign petitions?**
 2 A. Me, no. Independent contractors, I would have to
 3 go back and ask.
 4 **Q. Okay. To your knowledge has that happened ---**
 5 A. I believe ---.
 6 **Q. --- as you're sitting here today?**
 7 A. I believe to Michael Jennings it happened
 8 somewhere.
 9 **Q. In Pennsylvania or elsewhere?**
 10 A. In Pennsylvania, yeah.
 11 **Q. Okay. What do you know about that?**
 12 A. I don't know much. I'd have to go look at my
 13 notes and see what happened. But people get asked to
 14 stop all the time. Were they on private property?
 15 Possibly. I don't know how it happened.
 16 **Q. And just to be clear, I want to make sure.**
 17 **Stopped by like a Pennsylvania State Police Officer?**
 18 A. Yes, it's possible.
 19 **Q. Do you know that for a fact or are you saying**
 20 **maybe?**
 21 A. I don't know about Michael, but I'm sure it's
 22 possible, yeah.
 23 **Q. Okay.**
 24 A. People have been asked to stop.
 25 **Q. All right. Well, I'll ask Michael when we meet**

1 A. Okay.
 2 **Q. You understand the nature of this lawsuit to be**
 3 **challenging the restriction, the necessity to have an**
 4 **in-state witness with you; correct?**
 5 A. Yes.
 6 **Q. The notarization requirement; correct?**
 7 A. The notarization requirement, yes.
 8 **Q. And the fact that a voter in Pennsylvania can**
 9 **only sign one petition?**
 10 A. Yes.
 11 **Q. Do any of those provisions stop you from coming**
 12 **in to Pennsylvania and campaigning or advocating on**
 13 **behalf of any candidate of your choice?**
 14 A. Campaigning or advocating can be defined as
 15 petitioning, too. I mean so under that question I
 16 would say yes. If I can't do everything that needs to
 17 be done to make sure that candidate is most successful
 18 and petitioning's included then, yeah. I would say
 19 yes.
 20 **Q. Okay.**
 21 A. Without spending money out of my own pocket and
 22 without being harmed by not being able to practice my
 23 personal right to petition the government.
 24 **Q. So is it your belief that the provisions you've**
 25 **challenged ban you from coming into Pennsylvania and**

1 handing out leaflets for a candidate?
 2 A. They don't ban me from that, no.
 3 **Q. Do they ban you from coming in to Pennsylvania**
 4 **and talking to people on the street about the**
 5 **candidate of your choice?**
 6 A. No, they do not.
 7 **Q. Do they ban you from coming in to Pennsylvania**
 8 **and carrying signs around with the candidate of your**
 9 **choice?**
 10 A. No, they don't.
 11 **Q. For the issue of your choice, or the ballot**
 12 **initiative of your choice, anything like that?**
 13 A. No.
 14 **Q. All right. Let's look at this a little bit. I'm**
 15 **going to pass this back and forth because this is the**
 16 **only copy I have.**
 17 A. No problem.
 18 **Q. Ron Yoachum. Yoachum?**
 19 A. Ron Yoachum.
 20 **Q. And I'm just a little bit confused when you say**
 21 **circulated and/or witnesses. Was he a circulator for**
 22 **you in Pennsylvania?**
 23 A. Yeah, I believe he actually was. He collected a
 24 few signatures.
 25 **Q. Okay.**

1 **Q. Okay.**
 2 A. And a delegate.
 3 **Q. Delegate for Cruz?**
 4 A. For Cruz.
 5 **Q. So he circulated signature petitions on behalf of**
 6 **Benezet?**
 7 A. Originally for himself. So he was one of those
 8 guys that the campaign said hey, this guy's already
 9 doing work. Go get him.
 10 **Q. Okay.**
 11 A. And so I said okay. And we were originally going
 12 to use him to travel to other districts. But none of
 13 the other delegates in that district could spin. He
 14 was a full-time, he basically gave up his job for a
 15 month to go and do this. So he was actually probably
 16 one of the better, he was our best asset provided to
 17 us by the Cruz campaign.
 18 **Q. And did you find him by contacting the Cruz**
 19 **campaign?**
 20 A. Yeah. I mean we were in communication daily.
 21 **Q. Okay.**
 22 A. Vonne Andring who I believe might be in this
 23 list, too.
 24 **Q. Yeah.**
 25 A. If she's not, she's in the discovery I'll send

1 A. Maybe ten.
 2 **Q. For who?**
 3 A. Twenty (20). He was working Cruz. He was a
 4 Republican.
 5 **Q. So since he's a Pennsylvania resident, he**
 6 **wouldn't have needed a separate witness ---**
 7 A. He would not.
 8 **Q. --- to collect?**
 9 A. He would not. Well, he could have, but I didn't
 10 --- he was doing is own little thing. I gave him the
 11 walk list. I believe that's the guy I gave a walk
 12 list to, gave him an account. And he was just going
 13 door-to-door and doing it that way. And I tried to
 14 pair him up with someone probably and he probably told
 15 me to go fly a kite to be honest. I can't remember.
 16 Some of these guys don't want to work with anyone and
 17 it's hard to ---.
 18 **Q. I mean, he didn't need anybody to collect in**
 19 **Pennsylvania because he could sign the affidavit?**
 20 A. I believe that Ron Yoachum is a registered
 21 Republican?
 22 **Q. Okay. Rick Churra?**
 23 A. Rich Churra is a registered Republican, too.
 24 **Q. And was he a circulator for you?**
 25 A. He was a circulator and witness.

1 you with all the email. But she gave us him and a
 2 couple other people.
 3 **Q. And did you contact them for --- did you contact**
 4 **the Cruz campaign to try to get registered Republicans**
 5 **who might help with this witness or collect or do**
 6 **anything like that?**
 7 A. Exactly. We wanted help getting signatures or
 8 volunteers. Originally when I talked to the Cruz
 9 campaign about all this stuff, you know, back when we
 10 were in Indiana, I told them how difficult
 11 Pennsylvania was. And I said, you know, you guys are
 12 going to need help there. It's not an easy state.
 13 It's the most difficult state. It really is. And I
 14 said if y'all want delegates, you know, you guys are
 15 going to. He said no, no. We've got \$20,000 and 200
 16 volunteers. He's like you guys are going to get blown
 17 away. And I said I'll bet you \$500 you call me within
 18 a week. And he did.
 19 **Q. Okay.**
 20 A. So that's when we --- and then we had two weeks
 21 to do it instead of three. So we just kind of
 22 scrambled and hit our heads against the wall. And
 23 figured out who could spend this amount of time, who
 24 could get paid for their activism, and who was able to
 25 go out and help us. And they provided probably two or

<p>1 three people that actually ---. I think most of the 2 people were pretty autonomous, getting their stuff 3 done themselves like Rick. But obviously we weren't 4 able to get them on in every district. And it's kind 5 of sucky so.</p> <p>6 Q. Do you remember the names of the other people 7 that the Cruz campaign put you in touch with to help 8 you out?</p> <p>9 A. I have a list and the contract that I have, you 10 know, whatever the delegates were for those districts, 11 I can pull them out.</p> <p>12 Q. Okay.</p> <p>13 A. And there's probably an email between me and 14 Vonne basically listing each one.</p> <p>15 Q. Okay. Andy Maul.</p> <p>16 A. Uh-huh (yes).</p> <p>17 Q. We haven't talked about him. Did he actually 18 circulate for you in Pennsylvania?</p> <p>19 A. He circulated. Actually me and him went out 20 together and circulated initially. And then he ended 21 up working with --- I don't know who he worked with. 22 Andy's in pretty bad shape right now. So he 23 originally was going to do the whole --- I was going 24 to do District 14 with Andy. And he ended up, I'm not 25 sure what happened, but he couldn't go door-to-door.</p>	<p>Page 150</p> <p>1 Q. Number 12 mentioned a Jim Edwards. We haven't 2 talked about him yet. Was he a circulator?</p> <p>3 A. Jim Edwards was a doctor of something in Penn 4 State. And him and Rick I believe are buddies. He 5 might have actually --- Jim came from Ron Yoachum. 6 And that guy said that this guy could help us gather 7 signatures. So I put him and Rick together. And he 8 gathered signatures or he helped Rick gather 9 signatures. I'm not really exactly sure what happened 10 there.</p> <p>11 Q. And by Rick you mean?</p> <p>12 A. Rick Churra.</p> <p>13 Q. Rick Churra?</p> <p>14 A. Yeah, they're all from Penn State area.</p> <p>15 Q. Okay.</p> <p>16 A. Yeah.</p> <p>17 Q. So you put Jim Edwards, the Pennsylvania guy, 18 together with Rick Churra, Pennsylvania guy?</p> <p>19 A. Rick Churra. And then actually Jake Witmer ended 20 up --- I ended up taking him off of Rocky and putting 21 him up there to help Rick. So him, Jake and Jim were 22 kind of a team.</p> <p>23 Q. Okay.</p> <p>24 A. And then Jake got mad at Rick --- Rick got mad at 25 Jake. So I had to basically fire Jake because he was</p>
<p>1 I mean that was pretty evident. He's gained about 200 2 pounds. He's got asthma. So I told the Cruz campaign 3 we weren't going to be able to get him on the ballot. 4 And we ended up actually getting him on the ballot. 5 And then he got kicked off.</p> <p>6 Q. Cruz got kicked off the ballot?</p> <p>7 A. No, Andy did. Andy was a delegate.</p> <p>8 Q. Oh, he was the delegate. Okay.</p> <p>9 A. Yeah. Yeah.</p> <p>10 Q. So is he somebody that the Cruz campaign put you 11 in touch with?</p> <p>12 A. I put them in touch with him. I knew Andy from a 13 personal. He actually was a Ron Paul guy.</p> <p>14 Q. Okay.</p> <p>15 A. Ron Paul then Rand Paul. But then Rand got 16 kicked out so he became a Cruz guy.</p> <p>17 Q. Okay. And he's a Pennsylvania ---</p> <p>18 A. He's a Pennsylvania.</p> <p>19 Q. --- resident?</p> <p>20 A. Yes.</p> <p>21 Q. And Republican?</p> <p>22 A. He's a diehard Republican.</p> <p>23 Q. Okay.</p> <p>24 A. Yeah. Probably one of the only ones in Allegheny 25 County.</p>	<p>Page 151</p> <p>1 getting --- he did get asked to leave a parking --- he 2 got asked to leave a Walmart with Rick, the delegate. 3 And that pissed off Rick. So the campaign told me 4 that they were going to have to come to some other 5 arrangement. So I ended up sending Andy Jacobs to go 6 help Rick. And that's exactly how that went down that 7 I remember.</p> <p>8 Q. Okay.</p> <p>9 A. So they probably got half the district done 10 together. And then Andy went and helped Rick and then 11 Jim finished it. Pretty much everyone on that list 12 though, if I can go through it, I can probably name a 13 lot more people for you guys for the list.</p> <p>14 Q. Okay.</p> <p>15 A. That that actually is a complete. That's the one 16 I gave you.</p> <p>17 ATTORNEY ROSSI:</p> <p>18 Yeah. And I will give you that. I can 19 copy that off my computer tonight.</p> <p>20 A. Give it to me tomorrow.</p> <p>21 ATTORNEY ROSSI:</p> <p>22 Or email it to you.</p> <p>23 A. That would be perfect. Yeah. Because that'll 24 help me, yeah, for the Pennsylvania stuff. Because 25 all those guys are in the state helping us. And, you</p>

1 know, there's probably 50 names.

2 ATTORNEY ROSSI:

3 You can take care of that after you get
4 the download then; right?

5 A. Sure. Yeah, that's right.

6 BY ATTORNEY JOEL:

7 Q. Have you had any discussions with Carol Love
8 about this case?

9 A. No, not really. I know that she was one of the
10 witnesses. She was going to be a signature. She was
11 a Proponent of signing for multiple, multiple
12 signatures.

13 Q. Okay.

14 A. Or candidates, sorry. Republican candidates. As
15 are many voters, you know. A lot of people ask why
16 they can only sign for one. And they get kind of mad.

17 Q. Number 17, Justin Freyermuth; his involvement?

18 A. He was a Democrat witness.

19 ATTORNEY ROSSI:

20 Sorry, what's that name?

21 A. Justin Freyermuth was a Democrat witness
22 circulator for Rocky.

23 BY ATTORNEY JOEL:

24 Q. Was he one who you contracted via Benezet or is
25 he just one of these local witnesses that you found to

1 he would go and he would be holding the boards getting
2 signatures. And when Bob or whoever is working with
3 him can't get them all, you know, because they're
4 spilling over and everything, he would start gathering
5 them, too. And he would end up --- and so I'd pay him
6 per signature on his signatures.

7 Q. So some of your --- how many others in addition
8 to Freyermuth, did that?

9 A. Pretty much all of them. All of them.

10 Q. Okay.

11 A. I would say the majority of the people that are
12 witnessing. Kemit didn't do it. I don't know why.
13 Maybe Michael just didn't tell him to do it. But they
14 guys that were working for me, you know. They see how
15 easy and how good it is. And they all kind of say
16 well, you know, I can do that, too. Why don't we make
17 a little extra money?

18 Q. Okay. So the witnesses were not only witnessing
19 the folks, well, Andy Jacobs is from Pennsylvania, but
20 the Jake Witmers of the world, but were also
21 collecting their own signatures is what you're saying?

22 A. Yeah.

23 Q. Okay.

24 A. I mean they're carrier circulators. That's what
25 they are.

1 go along?

2 A. What you mean contracted? I mean they were all
3 technically contracted via Benezet; right?

4 Q. Okay.

5 A. If they're working for us and getting paid by us.

6 Q. Okay.

7 A. Yeah. So this guy ---.

8 Q. Oh, that's true. So even all your Pennsylvania
9 witnesses were working for Benezet?

10 A. Technically, yeah.

11 Q. Okay.

12 A. Yeah. So they're all independent contractors.
13 But they're all working for Benezet or getting a
14 paycheck from Benezet at this time, in 2016.

15 Q. For whatever effort they provide?

16 A. For whatever, yeah.

17 Q. And for Rocky, it was \$10 an hour that was passed
18 through to the Rocky campaign?

19 A. For Rocky, yeah. Some of them got paid cash like
20 Kemit and Justin probably got some cash, too. But
21 they were all getting paid. Now, some of them
22 actually ended up liking the signature gathering
23 portion, too. Like Justin ended up, he was one of our
24 best witnesses or most reliable. I wouldn't say best.
25 But he actually liked collecting the signatures. So

1 Q. What's that mean?

2 A. They're circulating, carrying the petition and
3 witnessing the circulation effort. So they're there
4 basically --- they're not there to take away
5 signatures from a primary like professional
6 circulator. But they're there to make sure that, you
7 know, they're aided in every way. Like if you're at a
8 busy location, it's impossible to stop them all. You
9 can't catch them all, right. So you've got to like,
10 you know ---. And so these guys are there to help and
11 make sure, in the most beneficent way possible, that
12 these guys succeed, and we get our clients on the
13 ballot, and make sure that we do it all legally and
14 lawfully. And Justin Freyermuth was one of the better
15 ones. He would come home. Him and Jake went to that
16 library in downtown Pittsburgh. And I think they got
17 like, I'm thinking like 200-something signatures a
18 day.

19 Q. Okay.

20 A. And Justin was getting about 50. So that's
21 pretty good.

22 Q. So the witnesses would catch the overflow?

23 A. Overflow, yeah.

24 Q. So if they weren't there to collect those
25 signatures, those signatures would be gone. They

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1 wouldn't be recorded arguably. And they wouldn't get
 2 paid for them and you've got fewer signatures to try
 3 to get your folks on the ballot?

4 A. Yeah. I think we have like Justin, you know, he
 5 was obviously offered to be a complete ---. You know,
 6 I was like hey, it doesn't make sense. Why don't you
 7 just go get your own signatures? These guys, they
 8 don't really like that. A lot of them don't like
 9 asking the questions. So yeah, I mean technically
 10 they're doing --- you know, they're helping out the
 11 petitioner as best as possible.

12 **Q. And part of that is signing the affidavit. And**
 13 **part of it is also catching whatever overflow may come**
 14 **so you get some more signatures?**

15 A. Their primary role is to witness.

16 **Q. Right. But they'd also catch overflow. You said**
 17 **Justin was good at it and he'd get signatures.**

18 A. Yeah, he would help us get signatures. They do,
 19 you know.

20 **Q. And you said that your other witnesses did the**
 21 **same?**

22 A. Some of them, yeah.

23 **Q. Maybe we can keep going because maybe you can**
 24 **identify. So William Trautman, was he another witness**
 25 **who carried a board?**

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1 A. I believe so. I don't recall him. He was
 2 probably very --- I don't know how many signatures he
 3 gathered. I remember the guys that did a lot of the
 4 work.

5 **Q. Okay.**

6 A. And that's pretty much it.

7 **Q. But Trautman might have got a few signatures for**
 8 **you?**

9 A. I can't speak to that. I don't know.

10 **Q. Okay.**

11 A. I don't know.

12 **Q. How about Charles ---**

13 A. McConville?

14 **Q. McConville?**

15 A. I can't say to him either. The only reason I
 16 remember Justin is because he stuck out to me.

17 **Q. Okay. How about Ashley Warner?**

18 A. She didn't work at all.

19 **Q. Okay. Jovan Brown?**

20 A. He didn't work much at all.

21 **Q. These folks that we're talking about now, this**
 22 **Justin, William, Charles, Ashley, Jovan, they were all**
 23 **witnesses. But they'd also carry a board and, ---**

24 A. Yeah.

25 **Q. --- at least Justin got you signatures and maybe**

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1 **some of the other ones did, too?**

2 A. It's possible, yeah.

3 **Q. Okay. How about Lauren Green? Another witness?**

4 A. Some of them, when I say carry, so some of them
 5 would actually go and after they were off the clock
 6 would go and get some more signatures.

7 **Q. Oh, okay.**

8 A. Yeah. So that's how it would work, too. Like it
 9 was just kind of, you know, just making sure we get as
 10 many --- we're getting the job done.

11 **Q. I mean that's the goal, is to get as many**
 12 **signatures as possible?**

13 A. Yeah, as long as we're complying and making sure
 14 everything's done lawfully.

15 **Q. Understood.**

16 A. Yeah.

17 **Q. But if everything's complied with, you want to**
 18 **get as many signatures as possible?**

19 A. Exactly. As many signatures as we need, yeah. I
 20 mean I couldn't --- I don't need 10,000 signatures for
 21 Rocky's presidential. I need 3,000 plus. So yeah. I
 22 do also, you know, like want to make sure that the
 23 guys who work with me the most get as much work as
 24 they can. I don't want to give them all, you know,
 25 \$20 if I can give one or two guys a couple thousand

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1 out of the work. So the workload, we do a division of
 2 labor. And that makes sense.

3 **Q. Okay. We talked about Lauren Green.**

4 A. Lauren was a Republican actually.

5 **Q. Oh, okay.**

6 A. Yeah. And he was a ---.

7 **Q. Oh, okay.**

8 A. He was a Republican witness.

9 **Q. So worked on the Cruz effort?**

10 A. That's correct; yes.

11 **Q. And carried a petition also like the other ones?**

12 A. To the best of my knowledge, they all carried
 13 them.

14 **Q. Okay.**

15 A. Everyone who worked.

16 **Q. Here's what we're going to do next. We are going**
 17 **--- you said you wanted to talk a look at all the**
 18 **names there. See if any of them help you remember.**
 19 **So why don't you take as much time as you need, a few**
 20 **minutes. I think we've covered most of them already.**
 21 **But if there are any names in there that help you with**
 22 **folks, especially on the Rocky Independent gathering.**
 23 **Because I think that's where we're lacking names.**

24 A. Okay.

25 **Q. So why don't you take a couple minutes and do**

41 (Pages 158 to 161)

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1 **that. And then we'll have some more questions about**
 2 **that document.**

3 A. Vonne, I asked her to help source people. She
 4 didn't have anyone. Edee, she didn't send me anyone.
 5 Ron ---.

6 ATTORNEY ROSSI:

7 Edee who?

8 A. Edee Baggett.

9 BY ATTORNEY JOEL:

10 **Q. Vonne was ---.**

11 A. This is for Rocky.

12 **Q. Vonne was associated with the Cruz campaign?**

13 A. Sure. Sure. Sure.

14 **Q. Okay.**

15 A. But we had the Libertarian candidates needed
 16 help. So I asked them if they wanted to send --- if
 17 she knew anyone was interested in circulating with
 18 Gary Johnson or, you know, a lot of Cruz people aren't
 19 supporting Trump now. So it made sense. Said hey,
 20 we're doing Gary Johnson. Do you know anyone who's
 21 interested? That kind of thing.

22 **Q. Okay.**

23 A. Just kind of networking with people and seeing
 24 who they know.

25 **Q. Okay.**

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1 A. So she didn't do any work there. Edee didn't do
 2 any work. Well, Edee was working in other states.
 3 Ron, he didn't do anything. Ed Mason helped us. He
 4 worked pretty much for me in about four or five states
 5 this summer.

6 **Q. Okay.**

7 A. He's a hardworking guy.

8 **Q. For the Rocky as Independent?**

9 A. He worked for Rocky as an Independent and he
 10 worked in other states as well.

11 **Q. What do you mean by that?**

12 A. He went to other states for me as well. I mean I
 13 gave you a list of states.

14 **Q. Oh. Oh. Oh. Oh. Okay. So my mistake.**

15 **He worked for you collecting signatures for Rocky as**
 16 **an Independent in a number of states this summer?**

17 A. Exactly.

18 **Q. Perfect. Go ahead.**

19 A. He also worked on Open PGH, too. Him and Denise
 20 did.

21 **Q. Him and?**

22 A. Him and Denise both worked on the Open PGH ---

23 **Q. Okay.**

24 A. --- petition.

25 ATTORNEY ROSSI:

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1 That's Open Pittsburgh.

2 A. Open Pittsburgh. Rick didn't do much. He did
 3 help me. He gave me a couple people's names. One of
 4 them got in a really bad accident. It was horrible.
 5 I think she almost died and it's kind of sad. So we
 6 stopped using her. Not by choice. She was actually
 7 pretty decent, Shirley Thompson or something. But
 8 yeah. Andy, I don't even know where he's at. Milton
 9 didn't help much but he did work in a couple states.

10 BY ATTORNEY JOEL:

11 **Q. For Rocky as an Independent this summer?**

12 A. Yeah, but not in Pennsylvania. He was mainly
 13 doing his own thing. Andy helped for Rocky here in
 14 Pennsylvania. Michael Alexander, he's been doing a
 15 lot of the northeast stuff with Alex Arsenal, who's my
 16 partner up there. So all those northeast states I
 17 mentioned earlier, those were all under Alex who's
 18 subcontracted under me.

19 **Q. Okay.**

20 A. Brian Lyra, no. Jim Edwards, no. Mike Jennings,
 21 yes. Jake Witmer, some, yes. Lowman Henry, I don't
 22 remember who he was. Oh, I know Lowman, yes. I know
 23 who he was. Lowman didn't work with us. I actually
 24 should have probably called him. Justin, he didn't
 25 want to, man. I wish. William, I didn't even call

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1 him. I think we had an argument or a falling out or
 2 something. Charles, he didn't want any part of it.
 3 Ashley, no. Jovan Brown, no. Lauren Green, no.
 4 Actually, Jovan ---.

5 **Q. And when you're saying no, those are people who**
 6 **did not help on the Rocky campaign?**

7 A. No. We basically sourced a lot of new people.
 8 That's how we did it. I listed most of them. I think
 9 that was it. So I'll go through the --- I have a list
 10 and I have W-9s and all that I can go through. I
 11 think you all have copies of everything that I'm going
 12 to give you all tonight.

13 **Q. Okay. So let me show you this in response to**
 14 **number 15 and ask about elections you've tried to**
 15 **collect for. Some of these we've talked about. It**
 16 **looks like this is an answer for you individually.**

17 A. Okay.

18 **Q. I think we've talked about some of them, but why**
 19 **don't you look down that list. If they're ones that**
 20 **we haven't talked --- read them through and we'll see**
 21 **if we need to talk about any of the other ones.**

22 A. Yeah, I think I just kind of construed this. We
 23 were talking on the phone. A lot of this stuff isn't
 24 completely accurate. I probably should have done a
 25 better job before I filed this. I'd say they had one

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1 through --- I'd say one through four aren't true. 2 Well, Ron Paul is. I did do some Ron Paul. I'd say 3 two, three, four need to be expurgated or redacted or 4 whatever you want to say. And then five is good. Six 5 is true. And I think the date we actually established 6 today was 2006 instead of 2008.	1 Q. But that's the one we talked about earlier? 2 A. Yeah, that's the one we talked about earlier. 3 Q. Okay. Casino Gaming Referendum in Arkansas? 4 A. It might have been 2012. I'd have to look at the 5 date. But those were Jake. It's out of his 6 testimony. Whatever dates he says. 7 Q. And this is one ---. 8 A. That was working for Jake. 9 Q. Okay. That was not with Benezet. That was 10 working for yourself? 11 A. Yes. 12 Q. Or ---. 13 A. Benezet wasn't even formed at the time. 14 Q. Okay. Not working for yourself, but working for 15 Jake, or Andy Jacobs, --- 16 A. Yeah. 17 Q. --- or somebody like that? 18 A. Sure. 19 Q. How about number eight, medical marijuana 20 referendum petitions in Arkansas? 21 A. Yeah. I just don't know the date. 22 Q. Okay. But that's you personally? 23 A. Uh-huh (yes). 24 Q. And then we have a series, Benezet Consulting for 25 the following, talked about Ted Cruz?
1 talked about earlier. 2 Q. Okay. 3 A. So I think this state's just confusing. 4 Q. Okay. Number three, Gary Johnson and Jill Stein 5 in Alaska. 6 A. Uh-huh (yes). 7 Q. Did you do that? 8 A. I did not. 9 Q. Okay. Number four, new party nomination 10 petitions for Americans Elect, Alaska 2012. Did you 11 do that? 12 A. We didn't do that. We did just Americans Elect 13 in North Dakota. 14 Q. Which is number five? 15 A. That's right. 16 Q. Okay. Number six, new party nomination petitions 17 for Americans for Limited Government in Oregon 2008. 18 Did you do that? 19 A. We did do that. 20 Q. Okay. I think we talked about that. 21 A. Well, it's 2006. 22 Q. Okay. 23 A. Yeah, probably. I think it was 2006. I'd have 24 to go look at the date, man. I mean my timeline's a 25 little bit off.	1 A. Uh-huh (yes). 2 Q. Talked about Rocky De La Fuente? 3 A. Uh-huh (yes). We did Rand in Indiana and 4 Illinois. We talked about that earlier. 5 Q. Okay. But not Vermont or Rhode Island? 6 A. Not Vermont or Rhode Island. Rocky we did in --- 7 is this the general election? I've given you a long 8 list of those states. 9 Q. Yeah. 10 A. I couldn't rename them all. 11 Q. That's the general election. 12 A. Yes. There's about 17, I think is what my last 13 count was. 14 Q. This number two Rocky; Pennsylvania, Indiana, 15 Wisconsin, Connecticut. I thought it was Illinois and 16 not Connecticut. 17 A. It was. 18 Q. Okay. 19 A. That's correct. So a lot of this needs to be 20 probably changed. 21 Q. Four we talked about. Did you do Jill Stein in 22 Virginia in 2016? 23 A. Yes, we talked about that. Yeah. We were 24 supposed to do Jill Stein. Bob Lynch did 350 25 signatures.

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1 **Q. Okay.**
 2 A. He submitted them. And they got mad because it
 3 wasn't 1,000. And we just kind of, you know, we were
 4 so busy with other states. We just, you know, didn't.
 5 Okay.
 6 **Q. Okay. We talked about Rick Santorum.**
 7 A. Yeah.
 8 **Q. Carly Fiorina?**
 9 A. That's true, yeah. We did collect for her a
 10 little bit. I forgot about that.
 11 **Q. Okay.**
 12 A. And Ben Carson. Both of those two.
 13 **Q. In Indiana for the primary?**
 14 A. Yeah, probably 1,000 signatures each.
 15 **Q. Okay. Donald Trump, we talked about him.**
 16 A. Uh-huh (yes).
 17 **Q. Texas Supreme Court candidates?**
 18 A. Yes.
 19 **Q. That's who we talked about. Okay. And you put**
 20 **this under the Benezet one. Benezet did some of that?**
 21 A. No, that's --- really Benezet didn't get anything
 22 off of, anything until 2016 ---
 23 **Q. Okay.**
 24 A. --- is where Benezet is.
 25 **Q. Okay.**

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1 A. So even the late 2015 stuff's going to be in this
 2 fiscal year. So it's going to be pretty much be
 3 everything after. Joe Pool, all that stuff, that was
 4 all Trent.
 5 **Q. Okay. Alicia Franklin?**
 6 A. Trent. HERO is under Trent.
 7 **Q. What was a Houston Equal Rights Ordinance?**
 8 A. Yeah. I forgot about Leonila. She had gotten
 9 kicked off the ballot. We went back in and put her
 10 back on in the case that they gave a secure period.
 11 They didn't. It was a pretty interesting case, but
 12 y'all probably don't care in Pennsylvania.
 13 **Q. So that's Leonila Salazar that was --- and that**
 14 **was Trent also?**
 15 A. That was Trent.
 16 **Q. Okay. Ann Kitchen, Austin City Council?**
 17 A. Yeah, we did do that. That's the city council
 18 recall petition I told you about that we are advising
 19 on.
 20 **Q. Okay. Gary Johnson, Ohio, General Election?**
 21 A. We talked about that.
 22 **Q. Okay. And Stop the Lone Star Rail Initiative,**
 23 **City of Kyle, Texas in 2016?**
 24 A. We actually didn't have to file that. We got
 25 about half-way there. And we did it the old-fashioned

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1 way, lobbying. We just went and talked to all the
 2 legislators. And they killed it organically so. And
 3 if you want I can write that up, too. I mean I'm sure
 4 that's probably pretty confusing. I can fix that.
 5 **ATTORNEY JOEL:**
 6 Mark that one next, please. Fourteen.
 7 (Defendant's Exhibit 14 marked for
 8 identification.)
 9 **BY ATTORNEY JOEL:**
 10 **Q. Okay. Mr. Pool, I'm showing you what's been**
 11 **marked as Defendant's 14. It looks like a bunch of**
 12 **emails between you and some other folks listing some**
 13 **people I think to help out in Pennsylvania. Can you**
 14 **just tell me what that all is about?**
 15 A. Yes. Okay. This is to Michael Alexander. And
 16 these are the delegates for that County that he was
 17 supposed to go and get done for the Cruz campaign.
 18 And I must have given him, these are the files, their
 19 names, and the emails. And basically getting him
 20 going.
 21 **Q. So you gave him three possible witnesses?**
 22 A. No. No, those are the delegates.
 23 **Q. Oh, okay.**
 24 A. Yeah.
 25 **Q. So is that who he was collecting for or are those**

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1 **delegates that were going to help him out with the**
 2 **collection?**
 3 A. Well, both. So the delegates were given to us.
 4 So people signed up with the Cruz campaign. My
 5 understanding, and this is, you know, this may be off.
 6 But I believe the process was they source people that
 7 were interested in being a Cruz delegate. They
 8 contacted the campaign. The campaign, you know,
 9 either they responded to a mail order or something.
 10 Then the campaign calls them and lets them know what
 11 the process is. They sign up and then they're asked a
 12 series of questions like how much time can you devote
 13 to this. If they're told that they can devote full
 14 time, like a Rick Churra, then I was let know and
 15 apprised of that individual. If they were told that
 16 they can only do very limited work, but they would
 17 help in the gathering, then like these three in Bucks
 18 County I would say okay, well then I need to find a
 19 witness circulator team to go in there. And that's
 20 what we did. So we sourced a lady named Amy Strauss.
 21 And Michael went in there with Brian Lyra. And they
 22 went door-to-door in Bucks County collecting
 23 signatures. And it was for those three. Those are
 24 three delegates.
 25 **Q. Okay. So those are the three they were**

1 collecting signatures for?

2 A. Those were ---.

3 **Q. On behalf of?**

4 A. Yes. There's probably some --- I know one
5 delegate from that district did end up getting
6 entered. I think it was Evangelou. And she was
7 actually pretty excited because we only ended up
8 getting 25 signatures or so for her before I had to
9 pull the plug. And that's exactly the number she
10 needed. So it was just, you know, I guess someone's
11 looking out for us. Because she came to the turn-in
12 the final day and she said I need 25 signatures more.
13 And I pulled them out and I said this is yours. So it
14 was kind of funny. At least I didn't throw them away.

15 **Q. How about this last page talking about CD14,
16 Richard Finn? What's that one about?**

17 A. So these are the two for congressional district
18 14, Richard Finn, Andy Maul, and then they had some
19 other person who came in late and then they pulled
20 him. Actually, Ron Yoachum wanted to be a delegate,
21 too. He asked me, but at the time we had like a week
22 left. And I said, you know, we're getting like 40 a
23 day, 50 a day, 30 a day or something. It was really
24 slow moving. And, you know, I couldn't --- it was not
25 going to happen basically. So we have two delegates

1 **OFF RECORD DISCUSSION**

2 BY ATTORNEY JOEL:

3 **Q. Mr. Pool, Defendant's 15, you identified that
4 that is your signature again; correct?**

5 A. Yes, that's my signature.

6 **Q. And whatever discussions or changes or
7 information you provided with regards to the
8 Interrogatories that were signed on behalf of Benezet
9 also apply to this; correct?**

10 A. Yes, sir.

11 **Q. I'm showing you what's been marked as Defendant's
12 16.**

13 **(Defendant's Exhibit 16 marked for
14 identification.)**

15 BY ATTORNEY JOEL:

16 **Q. Can you tell me what that is, please?**

17 A. This is the ad for --- this is an ad that we
18 posted on Craigslist.

19 **Q. Is that to get witnesses for the Rocky signature
20 collection?**

21 A. Yeah. No, it's not. This is for the
22 Republicans.

23 **Q. Oh, okay. So that's for Cruz?**

24 A. Yeah.

25 **Q. Okay.**

1 there.

2 ATTORNEY JOEL:

3 All right. Can we take a couple minute
4 break?

5 ATTORNEY ROSSI:

6 No problem.

7 SHORT BREAK TAKEN

8 (Defendant's Exhibit 15 marked for
9 identification.)

10 BY ATTORNEY JOEL:

11 **Q. Mr. Pool, marked and put in front of you
12 Defendant's 15. Can you take a look at that? My
13 suspicion is it's identical to the Interrogatories
14 that you verified on behalf of Benezet. But could you
15 confirm that for me and confirm that it is your
16 signature at the very end?**

17 A. I believe it's the same. I don't see anything.
18 It's the same, pretty much the same names that were
19 involved in the challenge. There's some, obviously
20 stuff that needs to be changed on page 18 that we
21 talked about on the other one. And then there's
22 probably some stuff on page 19 as well that we talked
23 about on the other one. And then Paul's signature and
24 my signature.

25 **Q. Okay.**

1 A. Yeah. This is probably after we ended up losing
2 what's her name? The witness who was speaking to
3 herself and was crazy, making voters not want to sign
4 the petitions at the door.

5 **Q. I don't know what the right word is but how many
6 hits or responses did you get to your ads for
7 witnesses in Pennsylvania?**

8 A. Not many. Not many.

9 **Q. Can you estimate?**

10 A. Make an estimate? Probably, you know, I would
11 say per ad placement, we'd probably get one email a
12 day and we'd put it up pretty much in every major city
13 every day. So we'd probably get one person out of all
14 four markets to say yeah, I'm interested. And then
15 when I'd touch base with them, they'd say, you know,
16 they wouldn't answer. They'd flake out.

17 **Q. Okay. What other efforts did you make to find
18 witnesses for Pennsylvania?**

19 A. I should have sent you guys something in
20 discovery, but I made like a flyer. We put it in all
21 the shops in Allegheny County. Bulletin boards,
22 especially like the same thing, same type script, more
23 generalized for both parties on the field. Do you
24 have a copy of that? Have y'all seen that? It's in
25 discovery that I'll send you all tonight or get you

1 all for tomorrow. And I had like the bottom serrated
 2 so they could like rip off my number. You haven't
 3 seen it? Do you have it?

4 ATTORNEY ROSSI:

5 I don't know how to print this out
 6 though.

7 A. Okay.

8 ATTORNEY ROSSI:

9 Let me see if I have it.

10 A. Yeah. Well, we can get it to y'all. I did
 11 things like that. Networking was the best, you know.
 12 Asking people who are already on board to go and ask
 13 other people because people don't believe that they're
 14 going to get --- I mean, everyone thinks you're a
 15 Nigerian prince, something crazy. So it's kind of
 16 hard to convince people you're legitimate.

17 BY ATTORNEY JOEL:

18 Q. Did you use your Pennsylvania collectors as a
 19 source of trying to get more witnesses?

20 A. Yeah, sure. We asked everyone.

21 Q. Okay.

22 A. I mean I was pretty thorough in pretty much
 23 taking any lead I had.

24 Q. And you got with the campaigns, at least the Cruz
 25 campaign?

1 A. Yeah, Cruz campaign was a lot more helpful than
 2 Rocky's. Rocky, I didn't even talk to Rocky until,
 3 you know, this June. So I didn't really know him.
 4 And we pretty much realized from the get, when we
 5 signed the contract that there wasn't going to be any
 6 campaign resource help. But yeah.

7 Q. All right. I am almost at a good stopping point.

8 Why don't we go back and try to figure out what your
 9 homework is for tonight?

10 A. Can I write this down, Paul, or do you want to
 11 write it down?

12 ATTORNEY ROSSI:

13 You write it down.

14 A. Okay.

15 BY ATTORNEY JOEL:

16 Q. I've been taking some notes along the way, but
 17 let's just have a ---.

18 ATTORNEY ROSSI:

19 First of all, first of all, the getting
 20 the download tonight. He's going to use my computer,
 21 which is faster than the hotel's computer ---

22 ATTORNEY JOEL:

23 Okay.

24 ATTORNEY ROSSI:

25 --- to do the downloads. If that fails,

1 I'm going to ask your girlfriend to maybe break down.
 2 Is that possible?
 3 A. Oh, yeah. Yes.

4 ATTORNEY ROSSI:

5 Get it in smaller amounts?

6 A. Right now it's 633 megabytes. So there's a lot
 7 of stuff for you.

8 ATTORNEY ROSSI:

9 I think as I explained to you, they want
 10 all the invoices that you have with contracts.
 11 A. I mean anything that I have regarding any of this
 12 stuff should be, it will be in.

13 ATTORNEY ROSSI:

14 We're intending to give you is --- we're
 15 downloading it on to flash drives.

16 ATTORNEY JOEL:

17 Okay.

18 A. I'll give you guys one of these tomorrow and then
 19 I'll make paper copies. Y'all have them pre-print in
 20 here, I'm sure.

21 ATTORNEY ROSSI:

22 And if there's any follow-up,
 23 communicate any documents that aren't opening up and I
 24 will try to get, I will get the hard copy for you that
 25 way. So that's the first thing --- from my

1 standpoint, that's the most important thing from my
 2 standpoint ---

3 A. Got it.

4 ATTORNEY ROSSI:

5 --- to be accomplished.

6 BY ATTORNEY JOEL:

7 Q. The other thing that I had down was the list of
 8 people who worked for you for Benezet on the general
 9 election. I guess it would be probably the general
 10 election Rocky.

11 A. Okay.

12 Q. Isn't it, who had that?

13 A. Yeah. And that'll cover --- and do you want
 14 every state?

15 Q. Uh-huh (yes).

16 A. Broken down by state?

17 Q. What I want is you gave me a list of the states
 18 that you worked.

19 A. Yeah.

20 Q. So what I want is all the people who worked in
 21 those. And I'll probably drill down and try to figure
 22 out who worked where.

23 A. Yeah.

24 Q. So think of that.

25 A. That might be pretty hard.

<p style="text-align: right;">Page 182</p> <p>1 Q. And when they worked, and did they move all 2 around? Were they chaotic? Were they nomadic? Along 3 those lines, when did the collection --- after your 4 primary work in Pennsylvania, where did you go next or 5 when did you start, when did you end?</p> <p>6 A. Okay.</p> <p>7 Q. I think you testified that there was other work 8 that would have been available in other states. You 9 didn't necessarily have those contracts. But if you 10 have any information on what other states were still 11 out there after the Pennsylvania primary to do work 12 in.</p> <p>13 A. For the primary? Okay.</p> <p>14 Q. For 2016.</p> <p>15 A. Yeah.</p> <p>16 Q. Whether it's later primaries or whether it's 17 general election ---</p> <p>18 A. Oh, okay.</p> <p>19 Q. --- independently.</p> <p>20 A. So me answering the timeline of work would answer 21 that question though; correct?</p> <p>22 Q. I think so, yeah.</p> <p>23 A. Okay. Okay.</p> <p>24 Q. You testified about doing the Libertarian party 25 and the Green party this past summer, but I think</p>	<p style="text-align: right;">Page 184</p> <p>1 was like a very small amount of work. But still work 2 that I did.</p> <p>3 BY ATTORNEY JOEL:</p> <p>4 Q. So who did the Libertarian and Greens.</p> <p>5 A. Okay.</p> <p>6 Q. At least for the --- as I understood it, a couple 7 of those states for each one you subcontracted to to 8 get somebody else to do it. But I thought you said 9 that some of the Libertarian and Green that you did 10 this year was actually done by Benezet. So who are 11 the people that Benezet hired to do that.</p> <p>12 A. Got it.</p> <p>13 Q. Was it Andy Jacobs? Was it Witmer? Was it Lyra? 14 You know. The general election for Rocky, who did 15 that, the sequence of states. I think that's what I 16 have for homework. I'm going to go through the 17 amended complaint with you tomorrow and I have a few 18 questions about that. But I think that's what I have 19 sort of for homework.</p> <p>20 A. All right. Cool. I can get all this stuff done 21 pretty ---</p> <p>22 Q. Okay. That would be great.</p> <p>23 A. --- quickly.</p> <p>24 Q. That would be great. And I appreciate your 25 willingness to stay at least part. Hopefully we can</p>
<p style="text-align: right;">Page 183</p> <p>1 there's more information to be gleaned there about who 2 worked which one and what time frame that was.</p> <p>3 A. Who worked which one and what time frame?</p> <p>4 Q. Yeah. And then some of these subcontracted out. 5 But for the ones that were Benezet, who actually 6 worked for Benezet.</p> <p>7 A. And when I answer who worked on the Rocky 2016 8 stuff --- well, actually, okay. Got it. Let me pull 9 it up. Libertarian party, PA petition. I actually 10 have their, I have a file with their validity report I 11 sent to you.</p> <p>12 Q. Okay.</p> <p>13 A. I can pull that and that'll be every person.</p> <p>14 ATTORNEY ROSSI: 15 Into the record?</p> <p>16 A. Yeah, because you remember I put that in the 17 email CC ---.</p> <p>18 ATTORNEY ROSSI: 19 Oh, okay. That didn't register as ---.</p> <p>20 A. Something they would need, yeah.</p> <p>21 ATTORNEY ROSSI: 22 That didn't get --- that wasn't part of 23 my collection.</p> <p>24 A. I didn't even think about the PA stuff. It was 25 such a --- I only did like 1,500 signatures. So it</p>	<p style="text-align: right;">Page 185</p> <p>1 get you out of here early tomorrow.</p> <p>2 A. All right. Yeah.</p> <p>3 ATTORNEY ROSSI: 4 Well, he spoke all --- he spoke to the 5 hotel monitoring as well.</p> <p>6 ATTORNEY JOEL: 7 Oh, okay. Okay.</p> <p>8 A. I can stay Thursday.</p> <p>9 ATTORNEY ROSSI: 10 I can imagine 100 million questions you 11 could possibly ask him in such a sort of a hydra of a 12 case. Especially the things that they do. So ---</p> <p>13 ATTORNEY JOEL: 14 Yeah.</p> <p>15 ATTORNEY ROSSI: 16 --- I assumed it's going to take us a 17 while.</p> <p>18 ATTORNEY JOEL: 19 Hopefully we'll be done early.</p> <p>20 A. That's fine.</p> <p>21 ATTORNEY JOEL: 22 But if it's not, we've got the day and 23 we'll be ---.</p> <p>24 A. I'm thinking like, you know, 10:00 we'll be done 25 with. I'm overly optimistic.</p>

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1 ATTORNEY JOEL:
2 And then that will result in me having
3 more questions, I'm sure.
4 ATTORNEY ROSSI:
5 Oh, you will.
6 ATTORNEY JOEL:
7 So let's suspend for the day and we'll
8 pick up tomorrow morning. Is nine o'clock okay for
9 you guys?
10 ATTORNEY ROSSI:
11 Absolutely.
12 ATTORNEY JOEL:
13 Will that work?
14 ATTORNEY ROSSI:
15 That's fine.
16 ATTORNEY JOEL:
17 You'll be in town? Okay.
18 ATTORNEY ROSSI:
19 We're in town.
20 ATTORNEY JOEL:
21 Okay.

22 * * * * *

23 DEPOSITION CONCLUDED AT 4:30 P.M.

24 * * * * *

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1 COMMONWEALTH OF PENNSYLVANIA)
2 COUNTY OF CAMBRIA)
3 CERTIFICATE
4 I, Cynthia Piro Simpson, a Notary Public in and
5 for the Commonwealth of Pennsylvania, do hereby
6 certify:
7 That the foregoing proceedings, deposition of
8 Trenton Pool was reported by me on 9/27/16 and that I,
9 Cynthia Piro Simpson, read this transcript, and that I
10 attest that this transcript is a true and accurate
11 record of the proceeding.
12 That the witness was first duly sworn to testify
13 to the truth, the whole truth, and nothing but the
14 truth and that the foregoing deposition was taken at
15 the time and place stated herein.
16 I further certify that I am not a relative,
17 employee or attorney of any of the parties, nor a
18 relative or employee of counsel, and that I am in no
19 way interested directly or indirectly in this action.



23 Cynthia Piro Simpson

Cynthia Piro Simpson

48 (Pages 186 to 187)

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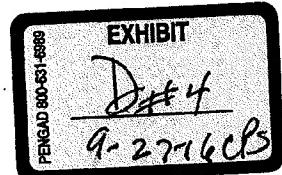
IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

BENEZET CONSULTING, LLC :
and TRENTON POOL, : No. 1:16-CV-0074
Plaintiffs :
: Judge Kane
v. :
: Complaint filed 01/14/16
PEDRO A. CORTÉS and :
JONATHAN MARKS, :
Defendants : Electronically Filed Document

NOTICE OF DEPOSITION PURSUANT TO
FEDERAL RULE OF CIVIL PROCEDURE 30(b)(6)

TO: BENEZET CONSULTING, LLC
c/o Paul Anthony Rossi
873 East Baltimore Pike, Ste. 705
Kennett Square, PA 19348-1801

PLEASE TAKE NOTICE that, pursuant to Federal Rule of Civil Procedure 30(b)(6), Defendants Pedro A. Cortés and Jonathan Marks, shall take the deposition of an individual representative of Plaintiff Benezet Consulting, LLC, on the topics detailed in Attachment "A." The deposition will be conducted on September 27, 2016, beginning at 9:00 a.m., and continuing from day to day until completed, at the Office of Attorney General, Strawberry Square, 15th Floor, Harrisburg, Pennsylvania 17120. The deposition will be recorded by stenographic means before an officer authorized to administer oaths, and may be videotaped. Defendants provide notice that the



deposition may be used at the time of trial. Benezet Consulting, LLC shall identify the person(s) who will speak on its behalf on each topic listed in **Attachment "A"** at least seven (7) days before the deposition.

PLEASE TAKE FURTHER NOTICE that, pursuant to Federal Rules of Civil Procedure 30 and 34, the deponent is to produce at the deposition the documents identified in **Attachment "B."**

BRUCE L. CASTOR, JR.
First Deputy Attorney General

By:


KENNETH L. JOEL
Chief Deputy Attorney General
Chief, Litigation Section

Office of Attorney General
Litigation Section
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Harrisburg, PA 17120
Direct: 717-787-1179
Fax: 717-772-4526
mgiunta@attorneygeneral.gov

NICOLE J. RADZIEWICZ
Deputy Attorney General

Counsel for Defendants

Date: July 27, 2016

ATTACHMENT "A"

1. Produce someone who is knowledgeable to testify about the operation and organization of Benezet Consulting, LLC, including, but not limited to, the nature of its business, its organizational structure, its financial viability, the day-to-day operations of Benezet Consulting, LLC, its employees or contractors hired to collect signatures, and the schedules of such employees or contractors.
2. Produce someone who is knowledgeable to testify about Benezet Consulting, LLC's policies and procedures regarding the assignment of duties within Plaintiff's organization, including, but not limited to, the scheduling of assignments and projects, the assigning of employees and/or agents to work on assignments and projects, the chain-of-command related to assignments and projects, and the duties of employees and/or agents related to assignments and projects.
3. Produce someone who is knowledgeable to testify about Benezet Consulting, LLC's policies and procedures regarding payment of wages and/or fees, and travel expenses, to individuals hired to circulate and/or witness nomination petitions.
4. Produce someone who is knowledgeable to testify to the names of all employees, officers, owners and shareholders of Benezet Consulting, LLC.
5. Produce someone who is knowledgeable to testify about the dealings (contractual or otherwise) between Benezet Consulting, LLC, and political campaigns, candidates, or delegates whereby Benezet Consulting, LLC was seeking to be hired, or was hired, by a political campaign, candidate, or delegate to gather signatures for the candidate or delegate.
6. Produce someone who is knowledgeable to testify about the allegations set forth in the Second Amended Complaint.
7. Produce someone who is knowledgeable to testify about the purported damages incurred by Benezet Consulting, LLC.

ATTACHMENT "B"

Please produce the documents listed below, dating from January 2013 through the present. In answering the requests which follow, assume that all words used have their ordinary meanings except as provided in the next section entitled "DEFINITIONS," or where context requires other interpretation.

DEFINITIONS

1. **Communications** – All inquiries, discussions, conversations, negotiations, agreements, understandings, meetings, telephone conversations, letters, notes, telegrams, facsimiles, advertisements, and any form of verbal intercourse whether oral or written.
2. **Defendants** – Pedro Cortés or Jonathan Marks.
3. **Describe or description** – when used with respect to a **document**, means to state the (a) name, (b) date, (c) author, (d) addressee, (e) subject matter, and (f) type of document, (e.g., letter, email, diary, etc.), and (g) to identify its last known custodian and location. When used with respect to a **person**, means to state his/her (a) title if any; (b) first name, middle initial, and last name; (c) present address; (d) telephone number; and (e) relationship to Plaintiff. When used with respect to a **communication or event**, means to state the (a) date, (b) place, (c) time, (d) nature of the communication or event, and (e) description of what

occurred or what was said by each person involved, as close to verbatim as possible.

4. **Document** – Any written or graphic matter of any kind whatsoever, however, produced or reproduced, any electronically or magnetically recorded matter of any kind or character, however produced or reproduced, and any other matter constituting the recording of data or information upon any tangible thing by any means, whether recorded (a) by videotape, (b) audiotape, (c) in writing, (d) by electronic or magnetic impulse, (e) digitally or in any other manner, including, but not limited to: email, letters, correspondence, memoranda, minutes, notes, logs, records, sketches, diagrams, blueprints, maps, photographs, motion pictures, audiotapes, video tapes, transcripts, facsimiles, contracts, agreements, computer printouts, computer disc, telephone or personal conversations, diaries, and material similar to the foregoing, however denominated, which are in the possession, custody or control of Plaintiff or his attorney, or of which Plaintiff is aware, has had, or can obtain access to, and including non-identical copies, preliminary versions, drafts, revisions, or amendments of any of the foregoing and any supporting, underlying, or preparatory material.

5. **Identify or identity** – When used with respect to a **document**, means to state the (a) name, (b) date, (c) author, (d) addressee, (e) subject matter, and (f) type of document, (e.g., letter, email diary, etc.), and (g) to identify its last known

custodian and location. When used with respect to a person, means to state his/her (a) title if any; (b) first name, middle initial, and last name; (c) present address; (d) telephone number; and (e) relationship to the Plaintiff. When used with respect to a communication, means to state the (a) date, (b) place, (c) time, (d) nature of the communication, and (e) a description of what was said by each person involved, as close to verbatim as possible.

6. **Incident(s)** – Those occurrence(s) that are described in the Complaint that form the basis for the Plaintiff's claims against the Defendants.

7. **Monetary harm** – any financial injury experienced, whether direct or indirect in nature.

8. **Person** – Any individual, or corporate or governmental entity, including but not limited to any business, corporation, association, or other organization.

9. **Physical or mental injury** – Any condition, defect, disorder, or other irregularity of the body or mind.

10. **Plaintiff** – Benezet Consulting, LLC or anybody acting, or purporting to act, on its behalf including, without limitation, its attorney.

11. **Possession, custody or control** – Possession, custody, or control as used in Fed.R.Civ.P. 34.

12. **Relate to** – Consist of, refer to, deal with, or in any way logically or factually connected with the matter involved.
13. **Relevant** – Relevant as used in Fed.R.Civ.P. 26(b)(1).
14. **“You” or “your”** – Benezet Consulting, LLC or anybody acting, or purporting to act, on its behalf including, without limitation, its attorney.

REQUESTS FOR PRODUCTION OF DOCUMENTS

- 1) Any and all documents describing or setting forth the corporate structure of Benezet Consulting, LLC.
- 2) Any and all schedules, calendars, diaries, day-timers, and/or logbooks relating to assignments and projects of Benezet Consulting, LLC, including those maintained by employees, those maintained by contractors to Benezet Consulting, LLC, and those maintained by management.
- 3) Any and all travel receipts and/or expense vouchers submitted by any employee and/or agent of Benezet Consulting, LLC, related to any and all assignments or projects of Benezet Consulting, LLC, including, but not limited to, receipts for travel, hotels, mileage, food, transportation, and entertainment.
- 4) Any and all time-keeping records and bills and/or invoices submitted to clients of Benezet Consulting, LLC.
- 5) Any and all payroll records related to any and all assignments and projects of Benezet Consulting, LLC.
- 6) The tax returns of Benezet Consulting, LLC.
- 7) Any and all communications between Benezet Consulting, LLC and its employees and/or agents and/or officers, and between Benezet Consulting, LLC and its clients, regarding time spent traveling in connection with assignments and projects of Benezet Consulting, LLC.

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

BENEZET CONSULTING, LLC :
and TRENTON POOL, : **No. 1:16-CV-0074**
Plaintiffs :
: **Judge Kane**
v. :
: **Complaint filed 01/14/16**
PEDRO A. CORTÉS and :
JONATHAN MARKS, :
Defendants : **Electronically Filed Document**

CERTIFICATE OF SERVICE

I, Kenneth L. Joel, Chief Deputy Attorney General for the Commonwealth of Pennsylvania, Office of Attorney General, hereby certify that on July 27, 2016, I caused to be served a true and correct copy of the foregoing document titled Notice of Deposition to the following:

VIA U.S. MAIL

Paul Anthony Rossi
873 East Baltimore Pike
Suite 705
Kennett Square, PA 19348-1801
pularossi@comcast.net
Counsel for Plaintiffs


KENNETH L. JOEL
Chief Deputy Attorney General

**IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA
CIVIL DIVISION**

CITY OF PITTSBURGH,

No. GD 16-015884

Petitioner

v.

OPENPITTSBURGH.ORG; and COUNTY
OF ALLEGHENY, DEPARTMENT OF
ADMINISTRATIVE SERVICES,
ELECTION DIVISION,

Respondents.

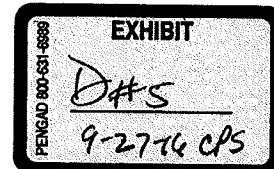
OPINION

James, J.

September 20, 2016

This action began with a petition circulated by OpenPittsburgh.org who is seeking to amend the City of Pittsburgh's Home Rule Charter ("HRC"). OpenPittsburgh.org wants to require the City to put more of its information and meetings online and to establish a citizen's advisory committee by placing the following question on the November 8, 2016 ballot:

Shall Pittsburgh's Charter be amended to delete Article 6: Community Advisory Boards (voided, Dec. 31, 2000) and substitute Article 6: Open Government, providing greater public disclosure; requiring public information, notices, and meetings be Internet accessible; setting applicable standards; creating a selectable notification process; and establishing an open membership Citizen Advisory Panel to which pending legislative and administrative actions must be explained and through which citizens can develop and provide information and comment before final approval?



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The original deadline for OpenPittsburgh.org to submit the petition and signatures was Tuesday, August 8, 2016. On July 22, 2016, OpenPittsburgh.org filed a federal lawsuit seeking to strike down the following requirements claiming that they violated their First Amendment rights: (i) the Petition circulators must be Pennsylvania residents; (ii) the Petition circulators must be registered Electors of Pennsylvania; (iii) the "Affidavit of Circulator" on a petition must be made before a notary public or a sworn affidavit; and (iv) a petition signatory must be a registered voter, as a matter of state statutory interpretation.

On August 1, 2016, OpenPittsburgh.org sought emergency relief in federal court before Judge Mark. R. Hornak. Judge Hornak granted in part and denied in part OpenPittsburgh.org's request. On August 9, 2016, Judge Hornak extended the deadline for OpenPittsburgh.org's petitions but denied preliminary injunctive relief and directed the Elections Division to accept referendum petitions circulated by an out-of-state circulator as long as certain information including their name, residence, age and citizenship were included. Judge Hornak also stated:

In furtherance of the relief granted by this Order, it is hereby ORDERED that Defendants Mark Wolosik, John P. DeFazio, Rich Fitzgerald, and Samuel Demarco shall, until 5:00 p.m. EDT on August 15, 2016, accept referendum Petitions from Plaintiff OpenPittsburgh.org ("OPO") signed by petitioners between 5:00 p.m. EDT on August 9, 2016 and 4:00 p.m. EDT August 15, 2016. All such Petitions shall be subject to review under and compliance with applicable law, except to the extent otherwise provided by this Order.

OpenPittsburgh.org submitted petitions on August 9 and 15, 2016. The Elections Division "reluctantly" decided to accept them and place their question on the ballot. On

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August 22, 2016, the City filed Objections to the Question for Referendum.

The City has standing to challenge the number of signatures submitted by OpenPittsburgh.org. The City is "aggrieved" by having a "substantial, direct, and immediate interest in the outcome." Pennsylvania Gaming Control Bd. v. City Council of Philadelphia, 928 A.2d 1255, 1265-66 (Pa. 2007). The HRC is the City's foundational document and OpenPittsburgh.org is attempting to introduce numerous changes which will cause a fundamental change in how the City functions.

OpenPittsburgh.org has failed to muster the necessary number of qualifying signatures to place the referendum on the ballot. According to the formula provided in 53 Pa. C.S.A. § 2943(a), 7,582 signatures are necessary to place the question on the ballot. On August 9 and 15, 2016, OpenPittsburgh.org submitted a total of 12,315 signatures to the Elections Division. However, 3,792 of those signatures must be stricken primarily because the petition paper was not submitted with a valid notarized affidavit as required. Additionally, another 8,454 signatures must be stricken because they were gathered by out-of-state circulators prior to the extended submission deadline of August 15, 2016. Furthermore, there is no verification that the out-of-state circulators were adults or U.S. citizens. Finally, they were not notarized or sworn. That leaves OpenPittsburgh.org with less than 7,582 required signatures necessary to place the question on the ballot. Judge Hornak made those additional requirements a condition for the extension of the filing deadline. The failure to comply with those requirements is a fatal defect and cannot be cured by an amendment.

The Elections Division received timely notice of the City's Objections. OpenPittsburgh.org claims that the City did not properly serve the Elections Division

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within the statutorily mandated timeframe under 25 P.S. §2937. They note that “[s]ervice by mail is not precluded by the Election Code, but receipt of notice within the seven day period is mandatory, so as a practical matter, personal service is required.” However, the Pennsylvania Supreme Court defined “service” as “the exhibition or delivery of a legal document ‘to a person who is thereby advised or warned of some action or step which he is commanded to take or forebear.’” Petition of Acosta, 578 A.2d 407, 409 n.4 (Pa. 1990). Council for the City exhibited the Objections to the County Solicitor prior to the 5:00 p.m. deadline. As stated above, Judge Hornak ordered that the County “shall, until 5:00 p.m. EDT on August 15, 2016, accept referendum Petitions from Plaintiff OpenPittsburgh.org (“OPO”) signed by petitioners between 5:00 p.m. EDT on August 9, 2016 and 4:00 p.m. EDT August 15, 2016.” The seven day period for challenging the referendum began to run on Friday, August 19, 2016 when the Elections Division sent its letter stating that they were reluctantly accepting OpenPittsburgh.org’s submissions. The County Solicitor received an e-mail copy of the Objections on August 22nd at 5:11 p.m and the Court of Common Pleas received a copy of the petition on August 23rd.

OpenPittsburgh.org’s referendum question contains “material errors or defects” under 25 P.S. §2936(a) and shall not be permitted to be filed. OpenPittsburgh.org’s proposed amendment consists of approximately 12,000 words of legal requirements and provisions and the current HRC contains only about 9,000 words. It is impossible for a 75 word question on the ballot to accurately represent the scope of OpenPittsburgh.org’s 12,000 word proposed amendment. In a similar case, the Commonwealth Court held that a vaguely worded referendum may not be placed on the

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ballot. In City of Pittsburgh v. Cty. Of Allegheny Dep't of Admin. Servs., Election Div., 860 A.2d 616, 619 (Pa. Cmwlth. 2004), the following referendum was proposed:

In order to maintain adequate Health and Safety for all residents, including seniors, children and adults in the City of Pittsburgh, the National Fire Protection Association's NFPA 1710 Standards for Organization and Deployment of Fire Suppression Operations shall be a mandatory standard to be implemented and followed by the City of Pittsburgh and the Pittsburgh Fire Bureau.

The referendum contained changes that would have a significant impact on governmental budgets and resource management. The Commonwealth Court found that due to the way it was worded, the referendum was defective and should not appear on the ballot. The Court stated, "the original referendum question was written in very non-specific terms and in a manner that appealed to the sensibilities of any reasonable lay person, i.e., the question began with the statement '[i]n order to maintain adequate Health and Safety for all residents, including seniors, children and adults in the City of Pittsburgh...'. In other words, any reasonable lay person would not be hesitant to sign a petition with the question as presented, especially where that question seems to imply that the adoption of the NFPA 1710 standards was necessary to ensure that person's health and safety.]" Id. at 619 n. 6. Similarly, OpenPittsburgh.org's referendum question does not accurately describe the nature of the changes it would make to the HRC.

Based upon the foregoing, the City's Objections to the Question for Referendum are sustained and OpenPittsburgh.org's Question for Referendum is set aside.

**IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA
CIVIL DIVISION**

CITY OF PITTSBURGH,

No. GD 16-015884

Petitioner

v.

OPENPITTSBURGH.ORG; and COUNTY
OF ALLEGHENY, DEPARTMENT OF
ADMINISTRATIVE SERVICES,
ELECTION DIVISION,

Respondents.

ORDER OF COURT

AND NOW, this 20th day of September 2016, upon consideration of the City of Pittsburgh's Objection to the Question for Referendum, it is hereby Ordered that the City's Objections are sustained and the Question for Referendum at issue is set aside.

By the Court,

Joseph James J.

**Commonwealth of Pennsylvania
DEPARTMENT OF STATE**

OFFICIAL USE ONLY

ATTENTION!

- A. This Petition may be used to submit for Nomination the Name of One Candidate for One Office Only.
 B. Please refer to the instruction page provided with this petition for detailed information about completion of this form.

NOMINATION PETITION FOR: PRESIDENT OF THE UNITED STATES

DISTRICT NUMBER: Statewide

YEAR OF PRIMARY: 2016

CANDIDATE'S NAME(PRINT OR TYPE NAME): Roque Rocky De La Fuente

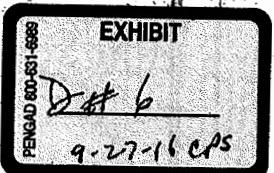
OCCUPATION: Entrepreneur

RESIDENTIAL STREET ADDRESS: 700 Front Street, Apt. 2106,

CITY, BOROUGH OR TWP.: San Diego

COUNTY OF SIGNERS: ALLEGHENY 02

PARTY OF SIGNERS: Democratic



To the SECRETARY OF THE COMMONWEALTH:

We, the undersigned, all of whom severally declare that we are qualified electors of the County and of the political district set forth above, that we are registered and enrolled members of the Political Party set forth above, and have signed no petition inconsistent herewith, do hereby petition the Secretary of the Commonwealth to have the candidate whose Name, Occupation and Residence are as set forth above, certified to the County Board of Elections of said County or Counties in said District, to be printed on the Primary Ballot of said Party, for the Year and Office set forth above.

	SIGNATURE OF ELECTOR	PRINTED NAME OF ELECTOR	PLACE OF RESIDENCE				DATE OF SIGNING
			House No.	Street or Road	City, Boro or Twp.		
1.		Tim Baerly	1614	Mill St	Pgh	2/9/16	
2.		David Pistolesi	5629	Darlington	Pgh	2/9/16	
3.		RONNA SCARDINO	1432	Beechwood	Pgh	2/9/16	
4.		LISA PUGLISI	1070	Forward Rd	Pgh	2/9/16	
5.		Sharon M. Angeloff	1100	Shadown Rd	Pittsburgh	2/9/16	
6.		SUSAN REINFELD	6729	Crombie St	Pgh 15214	2/9/16	
7.		Ivan Engd	6582	Rosemarie St	Pgh. Pa	2/9/16	
8.		Renata Nelson	6311	Jackson St	Pgh 15206	2/9/16	
9.		James V. McInerney	610	WIRTH ST	Pittsburgh	2/9/16	
10.		Mary Hart	147	Washington	Pittsburgh	2/9/16	
11.		Stephen D'Andrea	5714	Beacon	PItt	2/9/16	
12.		Samuel Finder	5627	Hibart	Pittsburgh	2/9/16	
13.		Brad Kihnelberg	847	Middle Rd	Pittsburgh	2/9/16	
14.		Arthur L. Solomon	2219	Shady Ave	P. Pittsburgh	2/9/16	

	SIGNATURE OF ELECTOR	PRINTED NAME OF ELECTOR	PLACE OF RESIDENCE			DATE OF SIGNING
			House No.	Street or Road	City, Boro or Twp.	
15.		Karen V. G. J. ca	3437	Melwood	Pgh 15211	2/9/16
16.		Sarah Mininni	5630	Holman	Pgh 15213	2/9/16
17.		Jessica Komisar	201	Dilworth	Pgh 15211	2/9/16
18.		MARCO FORNI	352	MEYER	Pitt PA 15213 2/9/16	
19.		JASON RIBECK	4750	Centre	Pgh PA 15213 2/9/16	
20.		Tyke Ballou	5837	Bethelton	Pitt PA 15213 2/9/16	
21.		Aaron Pirovanni	5448	Broad St	Pgh PA 15213 2/9/16	
22.		Kara Peters	6364	Phillips Ave	Pgh PA 15213 2/9/16	
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AFFIDAVIT OF CIRCULATOR		
COMMONWEALTH OF PENNSYLVANIA COUNTY OF <u>Allegheny</u>	SS:	CIRCULATOR SHOULD COMPLETE 1 - 5 BELOW
I do swear (or affirm) that I am a qualified elector of the Commonwealth, duly registered and enrolled as a member of the political party designated in this nomination petition; that my residence is as set forth below; that the signers to the foregoing petition signed the same with full knowledge of the contents thereof; that their respective residences are correctly stated therein; that each signed on the date set opposite his or her name; that to the best of my knowledge and belief, the signers are qualified electors, duly registered and enrolled members of the political party and of the political district designated in this petition, and that they are residents in the County specified in number one below.		
Sworn to and subscribed before me this <u>11</u>	1	<u>Allegheny</u> County of Petition Signers Residence
day of <u>February</u> 2016	2	<u>Allegheny</u> Signature of Circulator
<u>James E. Braunlich</u>	3	<u>Curtis Jones</u> Printed Name of Circulator
4. <u>4255 Colengas St</u> NOTARIAL SEAL Joanne E. Braunlich, Notary Public Ross Twp., Allegheny County My Commission Expires Sept 7, 2016 MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES		
My commission expires	5	<u>Pgh PA</u> Street City, Borough or Twp. <u>15211</u> Zip Code
NOTE: THIS AFFIDAVIT MUST BE EXECUTED AFTER ALL SIGNATURES HAVE BEEN OBTAINED.		



Commonwealth of Pennsylvania
DEPARTMENT OF STATE

OFFICIAL USE ONLY

ATTENTION!

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 B. Please refer to the instruction page provided with this petition for detailed information about completion of this form.

NOMINATION PETITION FOR: PRESIDENT OF THE UNITED STATES

DISTRICT NUMBER: Statewide

YEAR OF PRIMARY: 2016

CANDIDATE'S NAME(PRINT OR TYPE NAME): Roque Rocky De La Fuente

OCCUPATION: Entrepreneur

RESIDENTIAL STREET ADDRESS: 700 Front Street, Apt. 2106,

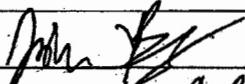
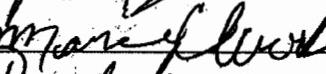
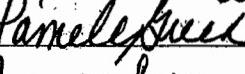
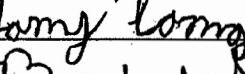
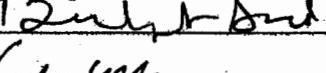
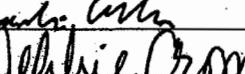
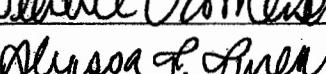
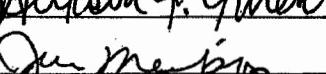
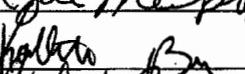
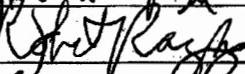
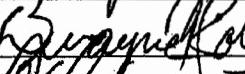
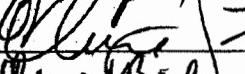
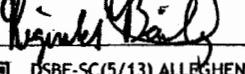
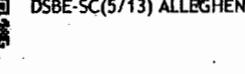
CITY, BOROUGH OR TWP.: San Diego

COUNTY OF SIGNERS: ALLEGHENY 02

PARTY OF SIGNERS: Democratic

To the SECRETARY OF THE COMMONWEALTH:

We, the undersigned, all of whom severally declare that we are qualified electors of the County and of the political district set forth above, that we are registered and enrolled members of the Political Party set forth above, and have signed no petition inconsistent herewith, do hereby petition the Secretary of the Commonwealth to have the candidate whose Name, Occupation and Residence are as set forth above, certified to the County Board of Elections of said County or Counties in said District, to be printed on the Primary Ballot of said Party, for the Year and Office set forth above.

 SIGNATURE OF ELECTOR	PRINTED NAME OF ELECTOR	PLACE OF RESIDENCE			 DATE OF SIGNING
		House No.	Street or Road	City, Boro.or Twp.	
1. 	Jordan Barr	3661	Shade Dr	Pittsburgh	1/4/16
2. 	Marcie Marke	APT 2R	Center	Pittsburgh	1/4/16
3. 	PAMELA GEE	185	Orchard Dr	Penn Hills	1/4/16
4. 	Jonny Young	112	Grandview	McKeesport	1/4/16
5. 	Bridget Sned	1512	Woodland Av	Pgh, PA	1/4/16
6. 	Cornelius Williams	909	Carrington	Pittsburgh, PA	1/4/16
7. 	Debbie Cromlish	1619	Anttrim	Pgh, PA	2-9-16
8. 	Alisona F. Crowley	15217	Shady Ave	Pgh	2-9-16
9. 	Jessica Appelan	1122	Prince St	Pgh	2/9/16
10. 	Kathleen Brant	719	Boggs Ave	Pgh	2/9/16
11. 	Robert Karcz	135	Lyndhurst	Pgh	2/9/16
12. 	Durayne Robison	3725	Orchwood	Pgh	2/9/16
13. 	Elaine Levine	609	Montier	Pgh	2/9/16
14. 	Reginald Bentley	128	Southbridge	Pgh, PA	2/9/16

SIGNATURE OF ELECTOR	PRINTED NAME OF ELECTOR	PLACE OF RESIDENCE			DATE OF SIGNING
		House No.	Street or Road	City, Boro or Twp.	
15. <i>Lindley M. Prince</i>	<i>LINDLEY M. PRINCE</i>	1104	<i>Wesley</i>	<i>Pgh, PA 15201</i>	<i>29.2.2016</i>
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COMMONWEALTH OF PENNSYLVANIA		AFFIDAVIT OF CIRCULATOR		CIRCULATOR SHOULD COMPLETE 1 - 5 BELOW
COUNTY OF <u>Allegheny</u> SS:				
<p>I do swear (or affirm) that I am a qualified elector of the Commonwealth, duly registered and enrolled as a member of the political party designated in this nomination petition; that my residence is as set forth below; that the signers to the foregoing petition signed the same with full knowledge of the contents thereof; that their respective residences are correctly stated therein; that each signed on the date set opposite his or her name; that to the best of my knowledge and belief, the signers are qualified electors, duly registered and enrolled members of the political party and of the political district designated in this petition, and that they are residents in the County specified in number one below.</p>				
Sworn to and subscribed before me this	<u>11</u>	1	<u>Allegheny</u>	County of petition Signers Residence
day of	<u>February</u>	2	<u>2016</u>	Signature of Circulator
	<u>Jeanne E. Braunlich</u>	3	<u>Chris Jones</u>	Printed Name of Circulator
		4	<u>425 Cobblegate St</u>	Street
My commission expires	(Official Title: Jeanne E. Braunlich, Notary Public Ross Twp., Allegheny County My Commission Expires Sept. 7, 2018 MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES)	5	<u>Pgh PA</u>	City, Borough or Twp.
				Zip Code <u>15201</u>
NOTE: THIS AFFIDAVIT MUST BE EXECUTED AFTER ALL SIGNATURES HAVE BEEN OBTAINED.				



**Commonwealth of Pennsylvania
DEPARTMENT OF STATE**

OFFICIAL USE ONLY

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- B. Please refer to the instruction page provided with this petition for detailed information about completion of this form.

NOMINATION PETITION FOR: PRESIDENT OF THE UNITED STATES

DISTRICT NUMBER: Statewide

YEAR OF PRIMARY: 2016

CANDIDATE'S NAME(PRINT OR TYPE NAME): Roque Rocky De La Fuente

OCCUPATION: Entrepreneur

RESIDENTIAL STREET ADDRESS: 700 Front Street, Apt. 2106,

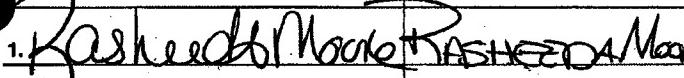
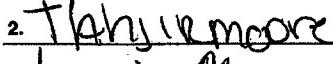
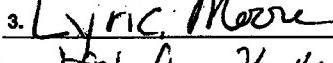
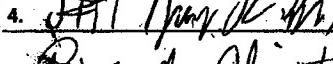
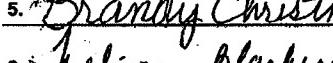
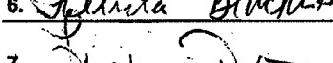
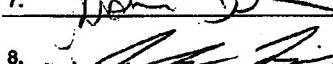
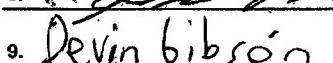
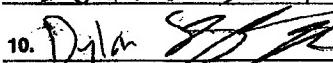
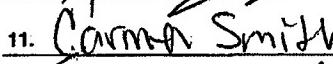
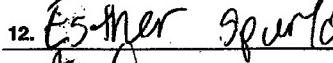
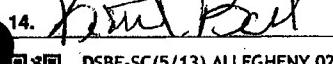
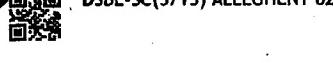
CITY, BOROUGH OR TWP.: San Diego

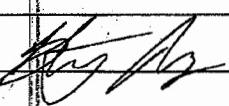
COUNTY OF SIGNERS: ALLEGHENY 02

PARTY OF SIGNERS: Democratic

To the SECRETARY OF THE COMMONWEALTH:

We, the undersigned, all of whom severally declare that we are qualified electors of the County and of the political district set forth above, that we are registered and enrolled members of the Political Party set forth above, and have signed no petition inconsistent herewith, do hereby petition the Secretary of the Commonwealth to have the candidate whose Name, Occupation and Residence are as set forth above, certified to the County Board of Elections of said County or Counties in said District, to be printed on the Primary Ballot of said Party, for the Year and Office set forth above.

 SIGNATURE OF ELECTOR	PRINTED NAME OF ELECTOR	PLACE OF RESIDENCE			 DATE OF SIGNING
		House No.	Street or Road	City, Boro or Twp.	
1.  Rasheedra Moore	Rasheedra Moore	3103	Ashlyn St	Pgh, PA	2-4-16
2.  Tahyim Moore	Tahyim Moore	3103	Ashlyn St	Pgh, PA	2-4-16
3.  Lyric Moore	Lyric Moore	3103	Ashlyn St	Pgh, PA	2-4-16
4.  Jami Ray K. Moore	JAMI RAY K. MOORE	315	S 1st	W. M. PA	2-4-16
5.  Brandy Christner	Brandy Christner	13	Pride St	Pittsburgh	2-4-16
6.  Felicia Blackwell	Felicia Blackwell	159	Unkown St.	Pgh	2-4-16
7.  Lashon Dean	Lashon Dean	1111	Fawcett	Pgh, PA	2-4-16
8.  Jade Lines	Jade Lines	316	Pine St.	Cirwensville	2-4-16
9.  Devin Gibson	Devin Gibson	523	Penn Ave	Pgh, PA	2-4-16
10.  Dylan Spurlock	Dylan Spurlock	523	Negley	Pgh, PA	2-4-16
11.  Carmen Smith	Carmen Smith	357	Mitchell	Pgh	2-4-16
12.  Esther Spurlock	Esther Spurlock	241	Edgewood Ave	Edgewood	2-4-16
13.  Shawn Charles	Shawn Charles	4308	S 1 JANAVE	Pgh, PA, 15207	2-4-16
14.  Kristin Brown	Kristin Brown	16066	Cross Creek	Cranberry, PA	2-4-16

	SIGNATURE OF ELECTOR	PRINTED NAME OF ELECTOR	PLACE OF RESIDENCE			DATE OF SIGNING
			House No.	Street or Road	City, Boro or Twp.	
15.		Stephen Moyer	11	Center Dr	Monesson	2-4-16
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AFFIDAVIT OF CIRCULATOR

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Allegheny SS:CIRCULATOR SHOULD COMPLETE
1 - 5 BELOW

I do swear (or affirm) that I am a qualified elector of the Commonwealth, duly registered and enrolled as a member of the political party designated in this nomination petition; that my residence is as set forth below; that the signers to the foregoing petition signed the same with full knowledge of the contents thereof; that their respective residences are correctly stated therein; that each signed on the date set opposite his or her name; that to the best of my knowledge and belief, the signers are qualified electors, duly registered and enrolled members of the political party and of the political district designated in this petition, and that they are residents in the County specified in number one below.

Sworn to and subscribed before me this _____

1

William Traftman Allegheny
County of Petition Signers Residence

day of

11th Feb

2016

2

Well T

Signature of Circulator

3

William Traftman

Printed Name of Circulator

4

2044 Brownsville

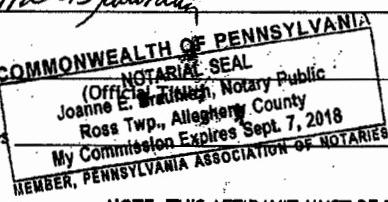
Street

5

2044 Brownsville Pa 15210

Zip Code

My commission expires



NOTE: THIS AFFIDAVIT MUST BE EXECUTED AFTER ALL SIGNATURES HAVE BEEN OBTAINED.



**Commonwealth of Pennsylvania
DEPARTMENT OF STATE**

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- B. Please refer to the Instruction page provided with this petition for detailed information about completion of this form.

NOMINATION PETITION FOR: PRESIDENT OF THE UNITED STATES

DISTRICT NUMBER: Statewide

YEAR OF PRIMARY: 2016

CANDIDATE'S NAME(PRINT OR TYPE NAME): Roque Rocky De La Fuente

OCCUPATION: Entrepreneur

RESIDENTIAL STREET ADDRESS: 700 Front Street, Apt. 2106,

CITY, BOROUGH OR TWP.: San Diego

COUNTY OF SIGNERS: ALLEGHENY 02

PARTY OF SIGNERS: Democratic

To the SECRETARY OF THE COMMONWEALTH:

We, the undersigned, all of whom severally declare that we are qualified electors of the County and of the political district set forth above, that we are registered and enrolled members of the Political Party set forth above, and have signed no petition inconsistent herewith, do hereby petition the Secretary of the Commonwealth to have the candidate whose Name, Occupation and Residence are as set forth above, certified to the County Board of Elections of said County or Counties in said District, to be printed on the Primary Ballot of said Party, for the Year and Office set forth above.

	SIGNATURE OF ELECTOR	PRINTED NAME OF ELECTOR	PLACE OF RESIDENCE			DATE OF SIGNING
			House No.	Street or Road	City, Boro or Twp.	
1.		Daria Almon	2615	S. Braddock	Pittsburgh PA	2/4/16
2.		Deborah Kiesel-Ryan	828	Hilton Rd	Verona 15147	2/4/16
3.		Rashad Lewis	310	310 Elmore	Pittsburgh	2/4/16
4.		JAMES C. DAVIS	211	Lucy St	Pittsburgh	2/4/16
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15.	SIGNATURE OF ELECTOR	PRINTED NAME OF ELECTOR	PLACE OF RESIDENCE			DATE OF SIGNING
			House No.	Street or Road	City, Boro or Twp.	
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COMMONWEALTH OF PENNSYLVANIA		AFFIDAVIT OF CIRCULATOR	CIRCULATOR SHOULD COMPLETE 1 - 5 BELOW
COUNTY OF	<u>Allegheny</u>	SS:	
<p>I do swear (or affirm) that I am a qualified elector of the Commonwealth, duly registered and enrolled as a member of the political party designated in this nomination petition; that my residence is as set forth below; that the signers to the foregoing petition signed the same with full knowledge of the contents thereof; that their respective residences are correctly stated therein; that each signed on the date set opposite his or her name; that to the best of my knowledge and belief, the signers are qualified electors, duly registered and enrolled members of the political party and of the political district designated in this petition, and that they are residents in the County specified in number one below.</p>			
Sworn to and subscribed before me this	<u>11</u>	1	<u>William Troutman Allegheny</u> County of Petition Signers Residence
day of	<u>February</u> 2014	2	<u>Well</u> <u>T</u> Signature of Circulator
<u>Jeanne E Braunlich</u>		3	<u>William Troutman</u> Printed Name of Circulator
My commission expires	<div style="border: 1px solid black; padding: 2px;"> COMMONWEALTH OF PENNSYLVANIA NOTARIAL SEAL (Officer Name) Braunlich, Notary Public Ross Twp., Allegheny County My Commission Expires Sept. 7, 2018 MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES </div>	4	<u>2044 Brownsburg</u> Street
		5	<u>2044 Brownsburg Bk PA 15210</u> City, Borough or Twp. Zip Code
NOTE: THIS AFFIDAVIT MUST BE EXECUTED AFTER ALL SIGNATURES HAVE BEEN OBTAINED.			



AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made and entered into as of the 11th day of November, 2015, by and between Cruz for President ("CFP"), a Texas nonprofit corporation, and Benezet Consulting LLC, a Texas limited liability company. ("Consultant").

RECITALS

WHEREAS, CFP desires to retain Consultant for ballot access services as described in Attachment A and Consultant desires to be retained by CFP in said capacity; and

WHEREAS, Each party desires to set forth in writing the terms and conditions of their understandings and agreement.

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the sufficiency of which is hereby acknowledged by the parties, CFP hereby agrees to retain Consultant, and Consultant hereby accepts such engagement upon the terms and conditions set forth in this Agreement.

AGREEMENT

**ARTICLE 1
POSITION, DUTIES AND TERM**

1.1 Services and Duties. Consultant shall provide the services to CFP as described in Attachment A (the "Services"). Consultant warrants that all Services under this Agreement shall be performed and completed in a professional, ethical, and competent manner.

1.2 Relationship of Parties. Consultant shall act as an independent contractor in performing the Services described in this Agreement. Nothing contained herein shall be deemed to make Consultant the agent, employee, joint venturer, or partner of CFP, or be deemed to provide Consultant with the power or authority to act for or on behalf of CFP, or to bind CFP to any contract, agreement, or arrangement with any other person, except as specifically set forth herein. Personnel supplied by Consultant will be deemed to be Consultant's employees, representatives, agents or subcontractors, and will not for any purpose be considered employees or agents of CFP.

1.3 Use of Employees and Subcontractors. Consultant will keep CFP informed as to the identity of any individual or individuals retained by Consultant who may be performing services on Consultant's behalf under this Agreement. Actual direction and control of such employees, agents and independent contractors shall at all times be Consultant's responsibility. Notwithstanding the forgoing, CFP may, at any time and for any reason, request that such employees and/or subcontractors be reassigned and different employees or subcontractors be assigned to work on CFP's account.

1.4 Term. The term of this contract shall commence on November 9, 2015 (the "Commencement Date"), shall continue until January 11, 2016.

1.5 Termination by Either Party. Either party may terminate this Agreement at any time, and for any reason, by providing seven (7) days written notice to the other party. In the event of termination, all accrued compensation and reimbursement of all properly approved expenses incurred through the seventh (7th) day subsequent to receipt of such notice shall be paid. Notwithstanding the foregoing, this Agreement shall automatically terminate upon the withdrawing of Ted Cruz's 2016



Statement of Candidacy for President of the United States with the Federal Election Commission or a public statement by Ted Cruz or CFP that Ted Cruz is terminating, winding up, or suspending his 2016 campaign for President of the United States.

1.6 Termination by CFP for Cause. CFP may terminate this Agreement at any time for Cause. Upon termination by CFP for Cause, Consultant shall only be entitled to accrued compensation and reimbursement of all properly approved expenses. The Consultant's termination for Cause becomes effective immediately upon notice. "Cause" means any of the following:

- (a) Consultant's commission of theft, embezzlement, any other act of dishonesty relating to Consultant's Services to CFP, or any violation of CFP policies, or any law, rules, or regulations applicable to the CFP;
- (b) Consultant's conviction of, or pleading guilty or nolo contendere to, a felony or any lesser crime having as its predicate element fraud, dishonesty, misappropriation, or moral turpitude;
- (c) Consultant's failure to perform the Services under this Agreement, which failure to perform is not remedied within ten (5) days after notice thereof to the Consultant by CFP; or
- (d) Consultant's commission of an act or acts in the performance of his/her duties under this Agreement amounting to gross negligence or willful misconduct, including, but not limited to, any breach of Section 4.1.

ARTICLE 2 COMPENSATION AND EXPENSES

2.1 Compensation. For the performance of the Services and duties described in Article 1 and in Attachment A, in accordance with the terms of this Agreement, CFP agrees to pay Consultant as set forth below.

2.2 Reimbursement on Signature Basis. CFP agrees to reimburse Consultant on a per valid signature cost for signatures collected by paid signature gatherers pursuant to this section and the schedule in Attachment A. Consultant may hire, as independent contractors to Consultant, signature gatherers/circulators/field managers, upon prior approval of CFP, subject to the terms and conditions of Attachment A.

2.3 Reimbursement of Expenses. CFP shall reimburse Consultant for the business expenses that are reasonable and necessary and are incurred by Consultant while performing the Services under this Agreement upon presentation of expense statements, receipts and/or vouchers, or such other information and documentation as CFP may reasonably require. Any travel, or combination of expenditures exceeding \$50 must be pre-approved in writing by Greg Graves or Mark Campbell or his or her designee prior to incurring such expense, and CFP reserves the right to reject any such proposed expenditure. Consultant shall provide, upon request, an explanation of the purpose of any particular business expense and an estimate of the cost of the same, prior to incurring any expense related to the same. CFP reserves the right to reject any business expense.

2.4 Billing and Payment. Consultant shall submit invoices to CFP on an as-completed basis. If Consultant transmits an invoice to CFP on a timely basis, then CFP shall pay such invoice within fourteen (14) days of its submission to CFP. Consultant shall be entitled to discontinue services under this Agreement in the event that any invoice is not paid when due; notwithstanding the foregoing, CFP shall

not be responsible for the payment of Consultant's invoices that are billed more than sixty (60) days subsequent to the date in which the work was performed or the expense was incurred.

ARTICLE 3 COMPLIANCE AND AUTHORITY

3.1 Compliance Responsibilities. Consultant represents to CFP that Consultant is knowledgeable of the compliance and legal obligations of CFP pursuant to the Federal Election Campaign Act of 1971, as amended, and its implementing regulations found in Chapter 11 of the Code of Federal Regulations, and Consultant agrees to comply with the provisions of such laws in all respects applicable to the performance of the Services under this Agreement. Consultant further agrees to consult with CFP legal counsel in the event that Consultant has questions regarding the application of any federal, state, and/or local laws and regulations to Consultant's Services for CFP.

3.2 Authority. Consultant may not enter into any legally binding agreement, written or oral, or take any other legal act in the name of CFP without the prior approval of Greg Graves or Mark Campbell.

ARTICLE 4 CONFIDENTIALITY

4.1 Nondisclosure. Consultant agrees and acknowledges that, contemporaneously with the execution of this Agreement and throughout the course of his/her engagement with CFP, CFP may disclose to Consultant various "Confidential Information" (defined below) which Consultant would not otherwise receive. Except as set forth herein, at all times during Consultant's engagement and thereafter, Consultant will hold in strictest confidence and will not disclose, use, provide access to, or publish any Confidential Information. Except as set forth herein, Consultant agrees that all Confidential Information, whether prepared by Consultant or otherwise coming into Consultant's possession, shall remain the exclusive property of the CFP. Consultant hereby assigns to CFP any rights Consultant may have or acquire in such Confidential Information and recognizes that all Confidential Information is the sole property of CFP and its assigns.

(a) Confidential Information. "Confidential Information" is defined as consisting of, but not limited to, information relating to CFP's: (1) operations and methods; (2) existing and proposed strategies; (3) financial information; (4) compensation arrangements and amounts; (5) contractual relationships (including this Agreement); (6) business and political partners and relationships; (7) internal affairs, including donor lists, polling data, and other non-public information related to politically-related activity; (8) business, political, and marketing plans and strategies; (9) lists with information or requirements related to existing or prospective donors, partners, or service providers; (10) confidential or proprietary information, regardless of the medium in which any such information is contained and includes information that is used in the operation, technology, and dealings of CFP. Confidential Information shall not include: (A) information that Consultant may furnish to third parties after prior written approval by CFP under this Section 4.1, (B) information that Consultant is required by law, regulation, court order or discovery demand to disclose; provided, however, that in the case of clause (B), Consultant gives CFP, to the extent permitted by law, reasonable notice prior to the disclosure of the Confidential Information and the reasons and circumstances surrounding such disclosure to provide CFP an opportunity to seek a protective order or other appropriate request for confidential treatment of the applicable Confidential Information, or (C) information publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Consultant.



(b) **Exclusive Property.** Consultant agrees that all Confidential Information, whether prepared by Consultant or otherwise coming into his/her possession during Consultant's engagement with the CFP, shall remain the exclusive property of the CFP.

(c) **Prior Approval.** Consultant agrees not to communicate, directly or indirectly, with any member of the news media about, or on behalf of, CFP without the prior written approval of Mark Campbell or his or her designee. Consultant further agrees that Consultant shall not, without the prior written approval of Mark Campbell use, disclose, provide access to, or publish to any third party any of the Confidential Information described herein, directly or indirectly, either during Consultant's engagement with the CFP or at any time following the termination of Consultant's employment with CFP, except as otherwise provided for in subparagraph (a) above.

(d) **Return of Materials.** Upon termination of this Agreement, Consultant agrees that all Confidential Information and other files, documents, materials, records, notebooks, customer or donor lists, proposals, contracts, agreements and other repositories containing information concerning CFP or the business of CFP (including all copies and electronic versions thereof) in Consultant's possession, custody or control, whether prepared by Consultant or others, shall remain with or be returned to CFP promptly (within twenty-four (24) hours) after the termination date.

(e) **Survival of Covenants.** This Section 4.1 shall survive the expiration or termination of this Agreement for any reason. Consultant agrees not to challenge the enforceability or scope of this Section 4.1. Consultant further agrees to notify all future persons, organizations, funds or businesses, with which he/she becomes affiliated or employed by, though December 2016, of the restrictions set forth in this Section 4.1, prior to the commencement of any such affiliation or employment.

(f) **Remedies.** The parties recognize and affirm that in the event of a breach or threatened breach of Section 4.1 of this Agreement, money damages would be inadequate and CFP would not have an adequate remedy at law. Accordingly, the parties agree that in the event of a breach or a threatened breach of Sections 4.1, CFP may, in addition and supplementary to other rights and remedies existing in its favor, apply to any court of law or equity of competent jurisdiction for specific performance and/or injunctive or other relief in order to enforce or prevent any violations of the provisions hereof without posting a bond or other security.

ARTICLE 5 OWNERSHIP OF MATERIALS

5.1 Exclusive Ownership. CFP retains and reserves the right of exclusive ownership and use of any copy, product, publication, or any facsimile thereof which may result from Consultant's Services. Consultant and CFP agree that the work described in Article I and Attachment A will be considered a "work for hire" for the purpose of the United States copyright law, 17 U.S.C. § 101 *et seq.*, and that Consultant hereby irrevocably assigns and transfers to CFP all right, title and interest in and to the Consultant's work and Services to CFP, including, without limitation, all patent and copyright interests, and agrees to execute all documents reasonably requested by CFP for the purpose of applying for and obtaining any patent and copyright registrations.

ARTICLE 6 MISCELLANEOUS

6.1 Complete Agreement. This Agreement represents the complete and entire agreement between CFP and Consultant and completely replaces and supersedes all previous agreements, whether written or oral, pertaining to the subject matter hereof.

6.2 No Inconsistent Obligations. Consultant represents and warrants that to his/her knowledge Consultant has no obligations, legal, in contract, or otherwise, inconsistent with the terms of this Agreement or with Consultant's undertaking employment with CFP to perform the Services and duties described herein. Consultant will not disclose to CFP, or use, or induce CFP to use, any confidential, proprietary, or trade secret information of others. Consultant represents and warrants that to Consultant's knowledge Consultant has returned all property and confidential information belonging to all prior employers, if Consultant is obligated to do so.

6.3 Binding Agreement. This Agreement shall inure to the benefit of and be binding upon Consultant, his/her heirs and personal representatives, and CFP, its successors and assigns.

6.4 Non-Assignability. This Agreement shall not be assigned by Consultant without the prior written approval of Mark Campbell. CFP may assign its rights and obligations under this Agreement.

6.5 Modification or Waiver. The failure or omission of CFP to require Consultant's strict compliance of any one or more terms, covenants, conditions, or provisions of this Agreement, or to exercise any of its rights or remedies in any circumstance, shall not constitute a waiver or relinquishment of any of CFP's rights granted hereunder or of any future performance of such terms, covenants, conditions, or provisions, constitute a precedent, or otherwise affect the interpretation of this Agreement. No terms or provisions of this Agreement may be amended, waived, or modified without a written agreement that expressly references this Agreement and that is signed by both the Consultant and a duly authorized representative for CFP.

6.6 Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given if delivered personally, mailed by certified mail (return receipt requested) or sent by overnight delivery service, electronic mail, or facsimile transmission (with electronic confirmation of successful transmission) to the parties at the following addresses or at such other addresses as shall be specified by the parties by like notice, in order of preference of the recipient:

If to CFP:

Cruz for President
P.O. Box 25376
Houston, TX 77265

If to Consultant:

Benezet Consulting LLC
3800 Creek Rd
Dripping Springs, TX 78620

Notice so given shall, in the case of mail, be deemed to be given and received on the fifth calendar day after posting, in the case of overnight delivery service, on the date of actual delivery and, in the case of

TDR

facsimile transmission, electronic mail or personal delivery, on the date of actual transmission or, as the case may be, personal delivery.

6.7 Attorneys' Fees. In the event either party must bring suit for any reason under this Agreement, the prevailing party shall be entitled to recover all costs of such suit, including reasonable attorneys' fees, from the other party.

6.8 Choice of Law and Venue. CFP and Consultant agree that the terms of this Agreement shall be deemed to be made under, governed by, and construed in accordance with, the laws of the State of Texas, without regard to any conflict of laws rule or principle which might refer the governance or construction of this Agreement to the laws of another jurisdiction. Any action in regard to this Agreement or arising out of its terms and conditions shall only be instituted in Harris County, Texas.

6.9 Dispute Resolution. Any dispute arising out of, or relating to, this Agreement shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules then in effect to be held in Harris County, Texas, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. If the amount in controversy exceeds \$500,000, arbitration shall be conducted under the Procedures for Large, Complex Commercial Disputes.

6.10 Headings. The headings in this Agreement are included for the sole purpose of convenience, and they shall not in any way limit or affect the meaning or interpretation of any of the terms or provisions contained in this Agreement.

6.11 Severability and Reformation. If any of the terms or provisions contained in this Agreement are held to be invalid, void, or unenforceable by a court of competent jurisdiction, then the remaining terms and provisions shall continue in full force and effect, and the invalid, void or unenforceable provisions shall be deemed severable. Moreover, if any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to duration, activity, or subject, it shall be reformed by limiting and reducing it to the minimum extent necessary, so as to be enforceable to the extent compatible with applicable law.

6.12 Counterparts and Facsimile. This Agreement may be executed in counterparts, and all counterparts will be considered as part of one agreement binding on all parties to this Agreement. This Agreement may be executed via facsimile, the signatures of which shall be deemed legal and binding as an original signature hereto.

6.13 Time is of the Essence. The parties acknowledge and agree that time is of the essence in performing their respective obligations under this Agreement.

TDR

IN WITNESS WHEREOF, CFP and Consultant have executed this Agreement, effective as of the day and year first above written.

For Cruz for President:

Dated: 2-4-16

By: Sarah Haller

Print Name: Sarah Haller

Title: Director of Operations

For Benezet Consulting LLC

Dated: 11/12/15

By: Darlene Pool

Print Name: Tamara Pool

Title: President, Benezet Consulting

Attachment A

1. To qualify Ted Cruz for the 2016 Republican Primary Ballot in Vermont:
 - a. **Legal Compliance:** Consultant agrees to work with CFP's legal team in reviewing ballot access requirements for Vermont. This review will include determination of ballot access deadlines for commencement of the ballot access process, the deadline on when ballot access must be achieved, and to assist in reviewing all forms and any petitions or any other documents required to comply with Vermont's ballot access laws. Consultant will assist CFP with determining, among other things, residency requirements for circulators, the classification of who may sign ballot access petitions in each jurisdiction, and compliance with signature distribution requirements where required. With respect to any requirement related to signature gathering, CFP shall have the controlling interpretation of any rule, regulation, or practice.
 - b. **Ballot Access/Signature Collection:** Consultant, in consultation with CFP, will place experienced signature gatherers to collect the signatures. For paid gatherers, Consultant will (1) provide oversight, training and management of the collection of the signatures (2) recommend to CFP optimum pricing to pay circulators and local field managers to ensure the net valid signatures are collected within the deadline periods (3) provide circulators with any campaign literature and CFP guiding principles; and (4) monitor the pace of the signature collection and report signatures collected in each jurisdiction on a weekly or twice weekly basis or as reasonably requested by CFP.
 - c. **Scans for Daily Verification.** Consultant must, on a daily basis, provide scans or acceptable copies of petition pages to Cruz for President headquarters, in a manner as specified by Cruz for President or its agent, for the essential signature verification process (determining the validity of the signatures).
 - d. **Original Petition sheets.** The original petition sheets gathered by Consultant are property of Cruz for President and must be held securely by Consultant until filing at a time to be designated by Cruz for President, acting through its agents Greg Graves or Mark Campbell.

VERMONT

	Net Valid Signatures	Cost/Valid Signature	Total Cost
TOTAL VERMONT SIGNATURE COST	1,500	\$4.50	\$6,750



FIRST AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

THIS FIRST AMENDATORY AGREEMENT is made as of the execution date set forth below by and between Cruz for President ("CFP"), a Texas nonprofit corporation, and Benezet Consulting LLC, a Texas limited liability company. ("Consultant").

WHEREAS, CFP and Consultant entered into an agreement on November 11, 2015 to provide professional consulting services ("Agreement"); and

WHEREAS, CFP and Consultant desire to add an additional location and terms to the Agreement;

NOW, THEREFORE, CFP and Consultant agree as follows;

ARTICLE 1.4, TERM shall be amended to extend the term of the agreement to February 1, 2016.

ARTICLE 2.2, REIMBURSEMENT ON SIGNATURE BASIS shall be amended to strike "valid."

ARTICLE 2.3, REIMBURSEMENT OF EXPENSES shall be amended to add: "Notwithstanding the foregoing, compensation for services performed in Rhode Island will not include reimbursable expenses."

ATTACHMENT A shall be amended to:

Add to existing section 1: "and Rhode Island"

Strike references to valid signatures

Add Rhode Island

	Net Signatures	Cost/ Signature	Total Cost
TOTAL RHODE ISLAND SIGNATURE COST	300	\$8.00	\$2400.00

All other terms and conditions contained in the Agreement shall remain in full force and effect.

This First Amendatory Agreement is hereby executed on this 29 day of January 2016

For Cruz for President:

Dated: 2-4-16

By: Sarah Hoeller

Name: Sarah Hoeller

Title: Director of Operations

For Benezet Consulting LLC:

Dated: _____

By: _____

Name: Trenton Pool

Title: President, Benezet Consulting LLC

SECOND AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

THIS SECOND AMENDATORY AGREEMENT is made as of the execution date set forth below by and between Cruz for President ("CFP"), a Texas nonprofit corporation, and Benezet Consulting LLC, a Texas limited liability company. ("Consultant").

WHEREAS, CFP and Consultant entered into an agreement on November 11, 2015 to provide professional consulting services ("Agreement"), which was amended on January 30, 2016; and

WHEREAS, CFP and Consultant desire to add an additional location and terms to the Agreement;

NOW, THEREFORE, CFP and Consultant agree as follows;

ARTICLE 1.4, TERM shall be amended to extend the term of the agreement to March 1, 2016.

ARTICLE 2.2, REIMBURSEMENT ON SIGNATURE BASIS shall be re-amended to add "valid."

ARTICLE 2.3, REIMBURSEMENT OF EXPENSES shall be amended to add: "Notwithstanding the foregoing, compensation for services performed in Pennsylvania will not include reimbursable expenses except notary fees up to \$1000.00."

ATTACHMENT A shall be amended to:

Add to existing section 1: "and Pennsylvania"

Un-strike references to valid signatures

Add to existing section 1.b.(4): For Pennsylvania, Consultant must report total signatures gathered at 5 PM and 10 PM each day.

Add e. Data. For Pennsylvania, CFP is to provide I360 access for block-walking immediately upon contract commencement.

Add Pennsylvania

CD	Net Presidential Signatures	Net Delegate Signatures	Total Signatures	Cost/ Signature	Total Cost
4	275	275 x 3	1100	\$6.50	\$7150
5	275	275 x 3	1100	\$6.50	\$7150
6	275	275 x 3	1100	\$6.50	\$7150
8	275	275 x 3	1100	\$6.50	\$7150
14	275	275 x 3	1100	\$6.50	\$7150
					\$35750

Half of the total Pennsylvania cost is to be paid upfront to Consultant.

All other terms and conditions contained in the Agreement shall remain in full force and effect.

This Second Amendatory Agreement is hereby executed on this 3rd day of February 2016

For Cruz for President:

Dated: 2-4-16

For Benezet Consulting LLC:

Dated: _____

By: Sarah Hoeller

By: _____

Name: Sarah Hoeller

Name: Trenton Pool

Title: Director of Operations

Title: President, Benezet Consulting LLC



Trenton Pool <tdonnmpool@gmail.com>

Delegate Process

1 message

Trenton Pool <tdonnmpool@gmail.com>
To: Greg Graves <ggraves@tedcruz.org>, Vonne Andring <Vonne@pacruzade.com>

Hey Guys-

Based on my communications earlier wanted to re-iterate there are a few delegates statewide who were RP committed and could poach for Cruz most likely- Larry Borland (12th) has over 300 signatures and is a good example.

Also, attached is a list of people instrumental in the state in 2012's collection process....

1	Dale	Kerns	kerns.dir40@gmail.com	484.574.5596	Yes
2	Bill	Faust	williamfaust234@comcast.net	267-639-5183	Yes
3	Brandon	Magoon	brandon.magoon@gmail.com	814-218-6409	Yes
4*	David	Garry	dgarry7@hotmail.com	717-943-2817	Yes
4	Rebekah	Forney	window-of-opportunity@hotmail.com	443-974-0324	Yes
5	Thomas	Brown	thomas.g.brown@hotmail.com	570-417-3695	Yes
5	Mark	Brady	mavmrb3@gmail.com	814-880-4780	Yes
6	Gary	Lloyd	garyelloyd@gmail.com	215-313-0827	Yes
7*	Pat	Sellers	psellers624@gmail.com	610-942-9449	Yes
8*	Rob	Pepe	rob@ptpusa.com	215-801-5033	Yes



9	Audra	Cruder	audrarp2012@gmail.com	724-288-5888	Yes
9	Patricia	Gambol	pgambol@gmail.com	626-216-8081	Yes
10	Billy	Allred	billy.allred@spx.com	570-974-9749	Yes
11	Scott	Davis	scottt@ronpaulpa.com	717-894-9030	Yes
12*	Lawrence	Borland	blkrose@pitt.edu	412-606-7798	Yes
13	Ken	Fichtner	kafst26@gmail.com	610.621.6614	Yes
13	Steven	Gilber	sgliber@aol.com	267-205-2068	Yes
14	Andy	Maul	andymaul@yahoo.com	412-478-9082	Yes
14	Jared	Yanovich	slovichon@gmail.com	724-875-9380	Yes
15	Rich	Piotrowski	rich@richpiotrowski.org	610-400-3120	Yes
15	Giovanni	Landi	ffbgino@yahoo.com	484-706-0360	Yes
16	Ben	Sheaffer	bugsmashers@hotmail.com	717-271-1896	Yes
17	Eric	Villano	ericvillano@aol.com	570-451-1152	Yes
18*	Elizabeth	Heaton	curly_brown2001@yahoo.com	727-253-5550	Yes

Thanks,

Trenton Donn Pool
President

Direct: 512-784-0132
Email: tdonnpool@gmail.com

Benezet Consulting, LLC
3800 Creek Rd
Dripping Springs, TX 78620

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES (this "*Agreement*") is made and entered into as of the 31th day of January, 2016, by and between Signature Masters Inc., a Wyoming corporation ("*Masters*"), and Benezet Consulting LLC, a Texas limited liability company. ("*Consultant*").

RECITALS

WHEREAS, Masters desires to retain Consultant for ballot access services as described in Attachment A and Consultant desires to be retained by Masters in said capacity; and

WHEREAS, Each party desires to set forth in writing the terms and conditions of their understandings and agreement.

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the sufficiency of which is hereby acknowledged by the parties, Masters hereby agrees to retain Consultant, and Consultant hereby accepts such engagement upon the terms and conditions set forth in this Agreement.

AGREEMENT

ARTICLE 1 POSITION, DUTIES AND TERM

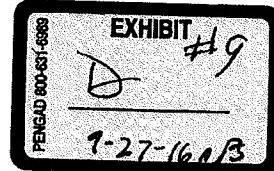
1.1 Services and Duties. Consultant shall provide the services to Masters as described in Attachment A (the "*Services*"). Consultant warrants that all Services under this Agreement shall be performed and completed in a professional, ethical, and competent manner.

1.2 Relationship of Parties. Consultant shall act as an independent contractor in performing the Services described in this Agreement. Nothing contained herein shall be deemed to make Consultant the agent, employee, joint venturer, or partner of Masters, or be deemed to provide Consultant with the power or authority to act for or on behalf of Masters, or to bind Masters to any contract, agreement, or arrangement with any other person, except as specifically set forth herein. Personnel supplied by Consultant will be deemed to be Consultant's employees, representatives, agents or subcontractors, and will not for any purpose be considered employees or agents of Masters.

1.3 Use of Employees and Subcontractors. Consultant may retain any individual or individuals to perform services on Consultant's behalf under this Agreement. Actual direction and control of such employees, agents and independent contractors shall at all times be Consultant's responsibility.

1.4 Term. The term of this contract shall commence on January 31, 2016 (the "*Commencement Date*"), shall continue until December 31, 2016.

1.5 Termination by Either Party. Either party may terminate this Agreement at any time, and for any reason, by providing five (5) days written notice to the other party. In the event of termination, all accrued compensation and reimbursement of all properly approved expenses incurred through the day subsequent to receipt of such notice shall be paid.



ARTICLE 2 COMPENSATION AND EXPENSES

2.1 Compensation. For the performance of the Services and duties described in Article 1 and in Attachment A, in accordance with the terms of this Agreement, Masters agrees to pay Consultant as set forth below.

2.2 Reimbursement on Signature Basis. Masters agrees to reimburse Consultant on a per signature cost for signatures collected by paid signature gatherers pursuant to this section and the schedule in Attachment A.

2.3 Reimbursement of Expenses. Masters shall reimburse Consultant for the reasonable and necessary expenses that are incurred by Consultant while performing the Services under this Agreement, including travel into state and specific directed in-state travel at a .45/mile rate or gas receipts directly related to specific, directed travel into state or in-state travel, lodging, rental cars, copying/scanning mailing costs, notarization and witnessing fees, upon presentation of expense statements, receipts and/or vouchers, or such other information and documentation as Masters may reasonably require.

2.4 Billing and Payment. Consultant shall submit invoices to Masters on an as-completed basis. If Consultant transmits an invoice to Masters on a timely basis, then Masters shall pay such invoice within seven (7) days of its submission to Masters. Consultant shall be entitled to discontinue services under this Agreement in the event that any invoice is not paid when due.

KIY

3.1 Authority. Consultant may not enter into any legally binding agreement, written or oral, or take any other legal act in the name of Masters without prior approval.

ARTICLE 4 MISCELLANEOUS

4.1 Complete Agreement. This Agreement represents the complete and entire agreement between Masters and Consultant and completely replaces and supersedes all previous agreements, whether written or oral, pertaining to the subject matter hereof.

4.2 No Inconsistent Obligations. Consultant represents and warrants that to his/her knowledge Consultant has no obligations, legal, in contract, or otherwise, inconsistent with the terms of this Agreement or with Consultant's undertaking employment with Masters to perform the Services and duties described herein. Consultant will not disclose to Masters, or use, or induce Masters to use, any confidential, proprietary, or trade secret information of others. Consultant represents and warrants that to Consultant's knowledge Consultant has returned all property and confidential information belonging to all prior employers, if Consultant is obligated to do so.

4.3 Binding Agreement. This Agreement shall inure to the benefit of and be binding upon Consultant, his/her heirs and personal representatives, and Masters, its successors and assigns.

4.4 Non-Assignability. This Agreement shall not be assigned without prior written approval.

4.5 Modification or Waiver. The failure or omission of Masters to require Consultant's strict compliance of any one or more terms, covenants, conditions, or provisions of this Agreement, or to exercise any of its rights or remedies in any circumstance, shall not constitute a waiver or relinquishment of any of Masters's rights granted hereunder or of any future performance of such terms, covenants, conditions, or provisions, constitute a precedent, or otherwise affect the interpretation of this Agreement. No terms or provisions of this Agreement may be amended, waived, or modified without a written agreement that expressly references this Agreement and that is signed by both the Consultant and a duly authorized representative for Masters.

4.6 Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given if delivered personally, mailed by certified mail (return receipt requested) or sent by overnight delivery service, electronic mail, or facsimile transmission (with electronic confirmation of successful transmission) to the parties at the following addresses or at such other addresses as shall be specified by the parties by like notice, in order of preference of the recipient:

If to Masters:

Signature Masters Inc.
1623 Central Ave
Suite 145
Cheyenne, Wyoming 82001

If to Consultant:

Benezet Consulting LLC
3800 Creek Rd
Dripping Springs, TX 78620

Notice so given shall, in the case of mail, be deemed to be given and received on the fifth calendar day after posting, in the case of overnight delivery service, on the date of actual delivery and, in the case of facsimile transmission, electronic mail or personal delivery, on the date of actual transmission or, as the case may be, personal delivery.

4.7 Attorneys' Fees. In the event either party must bring suit for any reason under this Agreement, the prevailing party shall be entitled to recover all costs of such suit, including reasonable attorneys' fees, from the other party.

4.8 Choice of Law and Venue. Masters and Consultant agree that the terms of this Agreement shall be deemed to be made under, governed by, and construed in accordance with, the laws of the State of Texas, without regard to any conflict of laws rule or principle which might refer the governance or construction of this Agreement to the laws of another jurisdiction. Any action in regard to this Agreement or arising out of its terms and conditions shall only be instituted in Hays County, Texas.

4.9 Headings. The headings in this Agreement are included for the sole purpose of convenience, and they shall not in any way limit or affect the meaning or interpretation of any of the terms or provisions contained in this Agreement.

4.10 Severability and Reformation. If any of the terms or provisions contained in this Agreement are held to be invalid, void, or unenforceable by a court of competent jurisdiction, then the remaining terms and provisions shall continue in full force and effect, and the invalid, void or unenforceable provisions shall be deemed severable. Moreover, if any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to duration, activity, or subject, it shall be reformed by limiting and reducing it to the minimum extent necessary, so as to be enforceable to the extent compatible with applicable law.

4.11 Counterparts and Facsimile. This Agreement may be executed in counterparts, and all counterparts will be considered as part of one agreement binding on all parties to this Agreement. This Agreement may be executed via facsimile, the signatures of which shall be deemed legal and binding as an original signature hereto.

4.12 Time is of the Essence. The parties acknowledge and agree that time is of the essence in performing their respective obligations under this Agreement.

IN WITNESS WHEREOF, Masters and Consultant have executed this Agreement, effective as of the day and year first above written.

For Signature Masters Inc.:

Dated: 02/08/2015

By: Shawn D.Wilmot

Print Name:
Shawn D.Wilmot

Title:
Chief Relations Officer at Signature Masters Inc

For Benezet Consulting LLC

Dated: _____

By: _____

Print Name:

Title:

Attachment A

1. To qualify Rocque de la Fuente for the 2016 Republican Primary Ballot in Pennsylvania:
 - a. **Ballot Access/Signature Collection:** Consultant, in consultation with Masters, will place experienced signature gatherers and make a good faith attempt to collect the below numbers of signatures.
 - b. **Original Petition sheets.** The original petition sheets gathered by Consultant are property of Masters and must be held securely by Consultant until collected for filing by Masters.

Pennsylvania

Signatures	Rate	Additional Fees	Rate
3000+	\$5.00	Witness	\$10/hour

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made and entered into as of the 11th day of November, 2015, by and between Cruz for President ("CFP"), a Texas nonprofit corporation, and Benezet Consulting LLC, a Texas limited liability company. ("Consultant").

RECITALS

WHEREAS, CFP desires to retain Consultant for ballot access services as described in Attachment A and Consultant desires to be retained by CFP in said capacity; and

WHEREAS, Each party desires to set forth in writing the terms and conditions of their understandings and agreement.

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the sufficiency of which is hereby acknowledged by the parties, CFP hereby agrees to retain Consultant, and Consultant hereby accepts such engagement upon the terms and conditions set forth in this Agreement.

AGREEMENT

**ARTICLE 1
POSITION, DUTIES AND TERM**

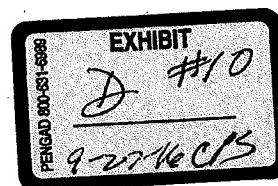
1.1 Services and Duties. Consultant shall provide the services to CFP as described in Attachment A (the "Services"). Consultant warrants that all Services under this Agreement shall be performed and completed in a professional, ethical, and competent manner.

1.2 Relationship of Parties. Consultant shall act as an independent contractor in performing the Services described in this Agreement. Nothing contained herein shall be deemed to make Consultant the agent, employee, joint venturer, or partner of CFP, or be deemed to provide Consultant with the power or authority to act for or on behalf of CFP, or to bind CFP to any contract, agreement, or arrangement with any other person, except as specifically set forth herein. Personnel supplied by Consultant will be deemed to be Consultant's employees, representatives, agents or subcontractors, and will not for any purpose be considered employees or agents of CFP.

1.3 Use of Employees and Subcontractors. Consultant will keep CFP informed as to the identity of any individual or individuals retained by Consultant who may be performing services on Consultant's behalf under this Agreement. Actual direction and control of such employees, agents and independent contractors shall at all times be Consultant's responsibility. Notwithstanding the forgoing, CFP may, at any time and for any reason, request that such employees and/or subcontractors be reassigned and different employees or subcontractors be assigned to work on CFP's account.

1.4 Term. The term of this contract shall commence on November 9, 2015 (the "Commencement Date"), shall continue until January 11, 2016.

1.5 Termination by Either Party. Either party may terminate this Agreement at any time, and for any reason, by providing seven (7) days written notice to the other party. In the event of termination, all accrued compensation and reimbursement of all properly approved expenses incurred through the seventh (7th) day subsequent to receipt of such notice shall be paid. Notwithstanding the foregoing, this Agreement shall automatically terminate upon the withdrawing of Ted Cruz's 2016



Statement of Candidacy for President of the United States with the Federal Election Commission or a public statement by Ted Cruz or CFP that Ted Cruz is terminating, winding up, or suspending his 2016 campaign for President of the United States.

1.6 Termination by CFP for Cause. CFP may terminate this Agreement at any time for Cause. Upon termination by CFP for Cause, Consultant shall only be entitled to accrued compensation and reimbursement of all properly approved expenses. The Consultant's termination for Cause becomes effective immediately upon notice. "Cause" means any of the following:

- (a) Consultant's commission of theft, embezzlement, any other act of dishonesty relating to Consultant's Services to CFP, or any violation of CFP policies, or any law, rules, or regulations applicable to the CFP;
- (b) Consultant's conviction of, or pleading guilty or nolo contendere to, a felony or any lesser crime having as its predicate element fraud, dishonesty, misappropriation, or moral turpitude;
- (c) Consultant's failure to perform the Services under this Agreement, which failure to perform is not remedied within ten (5) days after notice thereof to the Consultant by CFP; or
- (d) Consultant's commission of an act or acts in the performance of his/her duties under this Agreement amounting to gross negligence or willful misconduct, including, but not limited to, any breach of Section 4.1.

ARTICLE 2 COMPENSATION AND EXPENSES

2.1 Compensation. For the performance of the Services and duties described in Article 1 and in Attachment A, in accordance with the terms of this Agreement, CFP agrees to pay Consultant as set forth below.

2.2 Reimbursement on Signature Basis. CFP agrees to reimburse Consultant on a per valid signature cost for signatures collected by paid signature gatherers pursuant to this section and the schedule in Attachment A. Consultant may hire, as independent contractors to Consultant, signature gatherers/circulators/field managers, upon prior approval of CFP, subject to the terms and conditions of Attachment A.

2.3 Reimbursement of Expenses. CFP shall reimburse Consultant for the business expenses that are reasonable and necessary and are incurred by Consultant while performing the Services under this Agreement upon presentation of expense statements, receipts and/or vouchers, or such other information and documentation as CFP may reasonably require. Any travel, or combination of expenditures exceeding \$50 must be pre-approved in writing by Greg Graves or Mark Campbell or his or her designee prior to incurring such expense, and CFP reserves the right to reject any such proposed expenditure. Consultant shall provide, upon request, an explanation of the purpose of any particular business expense and an estimate of the cost of the same, prior to incurring any expense related to the same. CFP reserves the right to reject any business expense.

2.4 Billing and Payment. Consultant shall submit invoices to CFP on an as-completed basis. If Consultant transmits an invoice to CFP on a timely basis, then CFP shall pay such invoice within fourteen (14) days of its submission to CFP. Consultant shall be entitled to discontinue services under this Agreement in the event that any invoice is not paid when due; notwithstanding the foregoing, CFP shall

not be responsible for the payment of Consultant's invoices that are billed more than sixty (60) days subsequent to the date in which the work was performed or the expense was incurred.

ARTICLE 3 COMPLIANCE AND AUTHORITY

3.1 Compliance Responsibilities. Consultant represents to CFP that Consultant is knowledgeable of the compliance and legal obligations of CFP pursuant to the Federal Election Campaign Act of 1971, as amended, and its implementing regulations found in Chapter 11 of the Code of Federal Regulations, and Consultant agrees to comply with the provisions of such laws in all respects applicable to the performance of the Services under this Agreement. Consultant further agrees to consult with CFP legal counsel in the event that Consultant has questions regarding the application of any federal, state, and/or local laws and regulations to Consultant's Services for CFP.

3.2 Authority. Consultant may not enter into any legally binding agreement, written or oral, or take any other legal act in the name of CFP without the prior approval of Greg Graves or Mark Campbell.

ARTICLE 4 CONFIDENTIALITY

4.1 Nondisclosure. Consultant agrees and acknowledges that, contemporaneously with the execution of this Agreement and throughout the course of his/her engagement with CFP, CFP may disclose to Consultant various "Confidential Information" (defined below) which Consultant would not otherwise receive. Except as set forth herein, at all times during Consultant's engagement and thereafter, Consultant will hold in strictest confidence and will not disclose, use, provide access to, or publish any Confidential Information. Except as set forth herein, Consultant agrees that all Confidential Information, whether prepared by Consultant or otherwise coming into Consultant's possession, shall remain the exclusive property of the CFP. Consultant hereby assigns to CFP any rights Consultant may have or acquire in such Confidential Information and recognizes that all Confidential Information is the sole property of CFP and its assigns.

(a) **Confidential Information.** "Confidential Information" is defined as consisting of, but not limited to, information relating to CFP's: (1) operations and methods; (2) existing and proposed strategies; (3) financial information; (4) compensation arrangements and amounts; (5) contractual relationships (including this Agreement); (6) business and political partners and relationships; (7) internal affairs, including donor lists, polling data, and other non-public information related to politically-related activity; (8) business, political, and marketing plans and strategies; (9) lists with information or requirements related to existing or prospective donors, partners, or service providers; (10) confidential or proprietary information, regardless of the medium in which any such information is contained and includes information that is used in the operation, technology, and dealings of CFP. Confidential Information shall not include: (A) information that Consultant may furnish to third parties after prior written approval by CFP under this Section 4.1, (B) information that Consultant is required by law, regulation, court order or discovery demand to disclose; provided, however, that in the case of clause (B), Consultant gives CFP, to the extent permitted by law, reasonable notice prior to the disclosure of the Confidential Information and the reasons and circumstances surrounding such disclosure to provide CFP an opportunity to seek a protective order or other appropriate request for confidential treatment of the applicable Confidential Information, or (C) information publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Consultant.

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(b) **Exclusive Property.** Consultant agrees that all Confidential Information, whether prepared by Consultant or otherwise coming into his/her possession during Consultant's engagement with the CFP, shall remain the exclusive property of the CFP.

(c) **Prior Approval.** Consultant agrees not to communicate, directly or indirectly, with any member of the news media about, or on behalf of, CFP without the prior written approval of Mark Campbell or his or her designee. Consultant further agrees that Consultant shall not, without the prior written approval of Mark Campbell use, disclose, provide access to, or publish to any third party any of the Confidential Information described herein, directly or indirectly, either during Consultant's engagement with the CFP or at any time following the termination of Consultant's employment with CFP, except as otherwise provided for in subparagraph (a) above.

(d) **Return of Materials.** Upon termination of this Agreement, Consultant agrees that all Confidential Information and other files, documents, materials, records, notebooks, customer or donor lists, proposals, contracts, agreements and other repositories containing information concerning CFP or the business of CFP (including all copies and electronic versions thereof) in Consultant's possession, custody or control, whether prepared by Consultant or others, shall remain with or be returned to CFP promptly (within twenty-four (24) hours) after the termination date.

(e) **Survival of Covenants.** This Section 4.1 shall survive the expiration or termination of this Agreement for any reason. Consultant agrees not to challenge the enforceability or scope of this Section 4.1. Consultant further agrees to notify all future persons, organizations, funds or businesses, with which he/she becomes affiliated or employed by, though December 2016, of the restrictions set forth in this Section 4.1, prior to the commencement of any such affiliation or employment.

(f) **Remedies.** The parties recognize and affirm that in the event of a breach or threatened breach of Section 4.1 of this Agreement, money damages would be inadequate and CFP would not have an adequate remedy at law. Accordingly, the parties agree that in the event of a breach or a threatened breach of Sections 4.1, CFP may, in addition and supplementary to other rights and remedies existing in its favor, apply to any court of law or equity of competent jurisdiction for specific performance and/or injunctive or other relief in order to enforce or prevent any violations of the provisions hereof without posting a bond or other security.

ARTICLE 5 OWNERSHIP OF MATERIALS

5.1 Exclusive Ownership. CFP retains and reserves the right of exclusive ownership and use of any copy, product, publication, or any facsimile thereof which may result from Consultant's Services. Consultant and CFP agree that the work described in Article 1 and Attachment A will be considered a "work for hire" for the purpose of the United States copyright law, 17 U.S.C. § 101 *et seq.*, and that Consultant hereby irrevocably assigns and transfers to CFP all right, title and interest in and to the Consultant's work and Services to CFP, including, without limitation, all patent and copyright interests, and agrees to execute all documents reasonably requested by CFP for the purpose of applying for and obtaining any patent and copyright registrations.

ARTICLE 6 MISCELLANEOUS

6.1 Complete Agreement. This Agreement represents the complete and entire agreement between CFP and Consultant and completely replaces and supersedes all previous agreements, whether written or oral, pertaining to the subject matter hereof.

6.2 No Inconsistent Obligations. Consultant represents and warrants that to his/her knowledge Consultant has no obligations, legal, in contract, or otherwise, inconsistent with the terms of this Agreement or with Consultant's undertaking employment with CFP to perform the Services and duties described herein. Consultant will not disclose to CFP, or use, or induce CFP to use, any confidential, proprietary, or trade secret information of others. Consultant represents and warrants that to Consultant's knowledge Consultant has returned all property and confidential information belonging to all prior employers, if Consultant is obligated to do so.

6.3 Binding Agreement. This Agreement shall inure to the benefit of and be binding upon Consultant, his/her heirs and personal representatives, and CFP, its successors and assigns.

6.4 Non-Assignability. This Agreement shall not be assigned by Consultant without the prior written approval of Mark Campbell. CFP may assign its rights and obligations under this Agreement.

6.5 Modification or Waiver. The failure or omission of CFP to require Consultant's strict compliance of any one or more terms, covenants, conditions, or provisions of this Agreement, or to exercise any of its rights or remedies in any circumstance, shall not constitute a waiver or relinquishment of any of CFP's rights granted hereunder or of any future performance of such terms, covenants, conditions, or provisions, constitute a precedent, or otherwise affect the interpretation of this Agreement. No terms or provisions of this Agreement may be amended, waived, or modified without a written agreement that expressly references this Agreement and that is signed by both the Consultant and a duly authorized representative for CFP.

6.6 Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given if delivered personally, mailed by certified mail (return receipt requested) or sent by overnight delivery service, electronic mail, or facsimile transmission (with electronic confirmation of successful transmission) to the parties at the following addresses or at such other addresses as shall be specified by the parties by like notice, in order of preference of the recipient:

If to CFP:

Cruz for President
P.O. Box 25376
Houston, TX 77265

If to Consultant:

Benezet Consulting LLC
3800 Creek Rd
Dripping Springs, TX 78620

Notice so given shall, in the case of mail, be deemed to be given and received on the fifth calendar day after posting, in the case of overnight delivery service, on the date of actual delivery and, in the case of

TDR

facsimile transmission, electronic mail or personal delivery, on the date of actual transmission or, as the case may be, personal delivery.

6.7 Attorneys' Fees. In the event either party must bring suit for any reason under this Agreement, the prevailing party shall be entitled to recover all costs of such suit, including reasonable attorneys' fees, from the other party.

6.8 Choice of Law and Venue. CFP and Consultant agree that the terms of this Agreement shall be deemed to be made under, governed by, and construed in accordance with, the laws of the State of Texas, without regard to any conflict of laws rule or principle which might refer the governance or construction of this Agreement to the laws of another jurisdiction. Any action in regard to this Agreement or arising out of its terms and conditions shall only be instituted in Harris County, Texas.

6.9 Dispute Resolution. Any dispute arising out of, or relating to, this Agreement shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules then in effect to be held in Harris County, Texas, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. If the amount in controversy exceeds \$500,000, arbitration shall be conducted under the Procedures for Large, Complex Commercial Disputes.

6.10 Headings. The headings in this Agreement are included for the sole purpose of convenience, and they shall not in any way limit or affect the meaning or interpretation of any of the terms or provisions contained in this Agreement.

6.11 Severability and Reformation. If any of the terms or provisions contained in this Agreement are held to be invalid, void, or unenforceable by a court of competent jurisdiction, then the remaining terms and provisions shall continue in full force and effect, and the invalid, void or unenforceable provisions shall be deemed severable. Moreover, if any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to duration, activity, or subject, it shall be reformed by limiting and reducing it to the minimum extent necessary, so as to be enforceable to the extent compatible with applicable law.

6.12 Counterparts and Facsimile. This Agreement may be executed in counterparts, and all counterparts will be considered as part of one agreement binding on all parties to this Agreement. This Agreement may be executed via facsimile, the signatures of which shall be deemed legal and binding as an original signature hereto.

6.13 Time is of the Essence. The parties acknowledge and agree that time is of the essence in performing their respective obligations under this Agreement.

TDR

IN WITNESS WHEREOF, CFP and Consultant have executed this Agreement, effective as of the day and year first above written.

For Cruz for President:

Dated: 2-4-16

By: Sarah Hallen

Print Name: Sarah Hallen

Title: Director of Operations

For Benezet Consulting LLC

Dated: 11/12/15

By: Taylor Duv

Print Name: Taylor Pool

Title: President, Benezet Consulting

Attachment A

1. To qualify Ted Cruz for the 2016 Republican Primary Ballot in Vermont:
 - a. **Legal Compliance:** Consultant agrees to work with CFP's legal team in reviewing ballot access requirements for Vermont. This review will include determination of ballot access deadlines for commencement of the ballot access process, the deadline on when ballot access must be achieved, and to assist in reviewing all forms and any petitions or any other documents required to comply with Vermont's ballot access laws. Consultant will assist CFP with determining, among other things, residency requirements for circulators, the classification of who may sign ballot access petitions in each jurisdiction, and compliance with signature distribution requirements where required. With respect to any requirement related to signature gathering, CFP shall have the controlling interpretation of any rule, regulation, or practice.
 - b. **Ballot Access/Signature Collection:** Consultant, in consultation with CFP, will place experienced signature gatherers to collect the signatures. For paid gatherers, Consultant will (1) provide oversight, training and management of the collection of the signatures (2) recommend to CFP optimum pricing to pay circulators and local field managers to ensure the net valid signatures are collected within the deadline periods (3) provide circulators with any campaign literature and CFP guiding principles; and (4) monitor the pace of the signature collection and report signatures collected in each jurisdiction on a weekly or twice weekly basis or as reasonably requested by CFP.
 - c. **Scans for Daily Verification.** Consultant must, on a daily basis, provide scans or acceptable copies of petition pages to Cruz for President headquarters, in a manner as specified by Cruz for President or its agent, for the essential signature verification process (determining the validity of the signatures).
 - d. **Original Petition sheets.** The original petition sheets gathered by Consultant are property of Cruz for President and must be held securely by Consultant until filing at a time to be designated by Cruz for President, acting through its agents Greg Graves or Mark Campbell.

VERMONT

	Net Valid Signatures	Cost/Valid Signature	Total Cost
TOTAL VERMONT SIGNATURE COST	1,500	\$4.50	\$6,750



FIRST AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

THIS FIRST AMENDATORY AGREEMENT is made as of the execution date set forth below by and between Cruz for President ("CFP"), a Texas nonprofit corporation, and Benezet Consulting LLC, a Texas limited liability company. ("Consultant").

WHEREAS, CFP and Consultant entered into an agreement on November 11, 2015 to provide professional consulting services ("Agreement"); and

WHEREAS, CFP and Consultant desire to add an additional location and terms to the Agreement;

NOW, THEREFORE, CFP and Consultant agree as follows;

ARTICLE 1.4, TERM shall be amended to extend the term of the agreement to February 1, 2016.

ARTICLE 2.2, REIMBURSEMENT ON SIGNATURE BASIS shall be amended to strike "valid."

ARTICLE 2.3, REIMBURSEMENT OF EXPENSES shall be amended to add: "Notwithstanding the foregoing, compensation for services performed in Rhode Island will not include reimbursable expenses."

ATTACHMENT A shall be amended to:

Add to existing section 1: "and Rhode Island"

Strike references to valid signatures

Add Rhode Island

	Net Signatures	Cost/ Signature	Total Cost
TOTAL RHODE ISLAND SIGNATURE COST	300	\$8.00	\$2400.00

All other terms and conditions contained in the Agreement shall remain in full force and effect.

This First Amendatory Agreement is hereby executed on this 29 day of January 2016

KP

For Cruz for President:

Dated: 2-4-16

By: Sarah Hocler

Name: Sarah Hocler

Title: Director of Operations

For Benezet Consulting LLC:

Dated: 2/4/16

By: T. Pool

Name: Trenton Pool

Title: President, Benezet Consulting LLC

SECOND AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

THIS SECOND AMENDATORY AGREEMENT is made as of the execution date set forth below by and between Cruz for President ("CFP"), a Texas nonprofit corporation, and Benezet Consulting LLC, a Texas limited liability company. ("Consultant").

WHEREAS, CFP and Consultant entered into an agreement on November 11, 2015 to provide professional consulting services ("Agreement"), which was amended on January 30, 2016; and

WHEREAS, CFP and Consultant desire to add an additional location and terms to the Agreement;

NOW, THEREFORE, CFP and Consultant agree as follows:

ARTICLE 1.4, TERM shall be amended to extend the term of the agreement to March 1, 2016.

ARTICLE 2.2, REIMBURSEMENT ON SIGNATURE BASIS shall be re-amended to add "valid."

ARTICLE 2.3, REIMBURSEMENT OF EXPENSES shall be amended to add: "Notwithstanding the foregoing, compensation for services performed in Pennsylvania will not include reimbursable expenses except notary fees up to \$1000.00."

ATTACHMENT A shall be amended to:

Add to existing section 1: "and Pennsylvania"

Un-strike references to valid signatures

Add to existing section 1.b.(4): For Pennsylvania, Consultant must report total signatures gathered at 5 PM and 10 PM each day.

Add e. Data. For Pennsylvania, CFP is to provide I360 access for block-walking immediately upon contract commencement.

[Handwritten signature]

Add Pennsylvania

CD	Net Presidential Signatures	Net Delegate Signatures	Total Signatures	Cost/ Signature	Total Cost
4	275	275 x 3	1100	\$6.50	\$7150
5	275	275 x 3	1100	\$6.50	\$7150
6	275	275 x 3	1100	\$6.50	\$7150
8	275	275 x 3	1100	\$6.50	\$7150
14	275	275 x 3	1100	\$6.50	\$7150
					\$35750

Half of the total Pennsylvania cost is to be paid upfront to Consultant.

All other terms and conditions contained in the Agreement shall remain in full force and effect.

This Second Amendatory Agreement is hereby executed on this 3rd day of February 2016

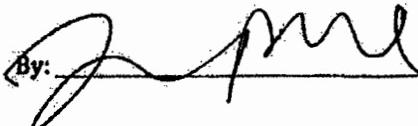
For Cruz for President:

Dated: 2-4-16

By: Sarah Hoeller

For Benezet Consulting LLC:

Dated: 2/4/16

By: 

Name: Sarah Hoeller

Name: Trenton Pool

Title: Director of Operations

Title: President, Benezet Consulting LLC

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES (this "*Agreement*") is made and entered into as of the 6th day of June, 2016, by and between _____ ("Client") and Benezet Consulting LLC, a Texas limited liability company. ("*Consultant*").

RECITALS

WHEREAS, Client desires to retain Consultant for ballot access services as described in Attachment A and Consultant desires to be retained by Client in said capacity; and

WHEREAS, Each party desires to set forth in writing the terms and conditions of their understandings and agreement.

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the sufficiency of which is hereby acknowledged by the parties, Client hereby agrees to retain Consultant, and Consultant hereby accepts such engagement upon the terms and conditions set forth in this Agreement.

AGREEMENT

ARTICLE 1 POSITION, DUTIES AND TERM

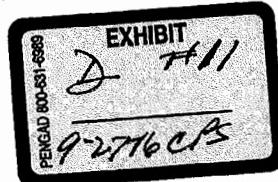
1.1 Services and Duties. Consultant shall provide the services to Client as described in Attachment A (the "*Services*"). Consultant warrants that all Services under this Agreement shall be performed and completed in a professional, ethical, and competent manner.

1.2 Relationship of Parties. Consultant shall act as an independent contractor in performing the Services described in this Agreement. Nothing contained herein shall be deemed to make Consultant the agent, employee, joint venturer, or partner of Client, or be deemed to provide Consultant with the power or authority to act for or on behalf of Client, or to bind Client to any contract, agreement, or arrangement with any other person, except as specifically set forth herein. Personnel supplied by Consultant will be deemed to be Consultant's employees, representatives, agents or subcontractors, and will not for any purpose be considered employees or agents of Client.

1.3 Use of Employees and Subcontractors. Consultant may retain any individual or individuals to perform services on Consultant's behalf under this Agreement. Actual direction and control of such employees, agents and independent contractors shall at all times be Consultant's responsibility.

1.4 Term. The term of this contract shall commence on June 2, 2016 (the "*Commencement Date*"), shall continue until December 31, 2016.

1.5 Termination by Either Party. Either party may terminate this Agreement at any time, and for any reason, by providing seven (7) days written notice to the other party. In the event of termination, all accrued compensation and reimbursement of all properly approved expenses incurred through the day subsequent to receipt of such notice shall be paid.



ARTICLE 2 COMPENSATION AND EXPENSES

2.1 Compensation. For the performance of the Services and duties described in Article 1 and in Attachment A, in accordance with the terms of this Agreement, Client agrees to pay Consultant as set forth below.

2.2 Reimbursement on Signature Basis. Client agrees to reimburse Consultant on a per signature cost for signatures collected by paid signature gatherers pursuant to this section and the schedule in Attachment A.

2.3 Reimbursement of Expenses. Client shall reimburse Consultant for printing and scanning expenses that are incurred by Consultant while performing the Services under this Agreement upon presentation of expense statements, receipts and/or vouchers, or such other information and documentation as Client may reasonably require, not to exceed \$1000.00.

2.4 Billing and Payment. Consultant shall submit invoices to Client on an as-completed basis. If Consultant transmits an invoice to Client on a timely basis, then Client shall pay such invoice within three (3) days of its submission to Client. Consultant shall be entitled to discontinue services under this Agreement in the event that any invoice is not paid when due.

ARTICLE 3 COMPLIANCE AND AUTHORITY

3.1 Authority. Consultant may not enter into any legally binding agreement, written or oral, or take any other legal act in the name of Client without prior approval.

ARTICLE 5 MISCELLANEOUS

4.1 Complete Agreement. This Agreement represents the complete and entire agreement between Client and Consultant and completely replaces and supersedes all previous agreements, whether written or oral, pertaining to the subject matter hereof.

4.2 Binding Agreement. This Agreement shall inure to the benefit of and be binding upon Consultant, his/her heirs and personal representatives, and Client, its successors and assigns.

4.3 Non-Assignability. This Agreement shall not be assigned without prior written approval.

4.4 Modification or Waiver. The failure or omission of either party to require strict compliance of any one or more terms, covenants, conditions, or provisions of this Agreement, or to exercise any of its rights or remedies in any circumstance, shall not constitute a waiver or relinquishment of any rights granted hereunder or of any future performance of such terms, covenants, conditions, or provisions, constitute a precedent, or otherwise affect the interpretation of this Agreement. No terms or provisions of this Agreement may be amended, waived, or modified without a written agreement that expressly references this Agreement and that is signed by both the Consultant and a duly authorized representative for Client.

4.5 Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given if delivered personally, mailed by certified mail (return receipt requested) or sent by overnight delivery service, electronic mail, or facsimile transmission (with electronic confirmation of successful transmission) to the parties at the following addresses or at such other addresses as shall be specified by the parties by like notice, in order of preference of the recipient:

If to Client:

If to Consultant:

Benezet Consulting LLC
3800 Creek Rd
Dripping Springs, TX 78620

Notice so given shall, in the case of mail, be deemed to be given and received on the fifth calendar day after posting, in the case of overnight delivery service, on the date of actual delivery and, in the case of facsimile transmission, electronic mail or personal delivery, on the date of actual transmission or, as the case may be, personal delivery.

4.6 Attorneys' Fees. In the event either party must bring suit for any reason under this Agreement, the prevailing party shall be entitled to recover all costs of such suit, including reasonable attorneys' fees, from the other party.

4.7 Choice of Law and Venue. Client and Consultant agree that the terms of this Agreement shall be deemed to be made under, governed by, and construed in accordance with, the laws of the State of Texas, without regard to any conflict of laws rule or principle which might refer the governance or construction of this Agreement to the laws of another jurisdiction. Any action in regard to this Agreement or arising out of its terms and conditions shall only be instituted in Hays County, Texas.

4.8 Headings. The headings in this Agreement are included for the sole purpose of convenience, and they shall not in any way limit or affect the meaning or interpretation of any of the terms or provisions contained in this Agreement.

4.9 Severability and Reformation. If any of the terms or provisions contained in this Agreement are held to be invalid, void, or unenforceable by a court of competent jurisdiction, then the remaining terms and provisions shall continue in full force and effect, and the invalid, void or unenforceable provisions shall be deemed severable. Moreover, if any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to duration, activity, or subject, it shall be reformed by limiting and reducing it to the minimum extent necessary, so as to be enforceable to the extent compatible with applicable law.

4.10 Counterparts and Facsimile. This Agreement may be executed in counterparts, and all counterparts will be considered as part of one agreement binding on all parties to this Agreement. This Agreement may be executed electronically, the signatures of which shall be deemed legal and binding as an original signature hereto.

4.11 Time is of the Essence. The parties acknowledge and agree that time is of the essence in performing their respective obligations under this Agreement.

IN WITNESS WHEREOF, Client and Consultant have executed this Agreement, effective as of the day and year first above written.

For Client:

Dated: _____

By: _____

Print Name: _____

Title: _____

For Benezet Consulting LLC:

Dated: _____

By: _____

Print Name: Trenton D. Pool

Title: President, Benezet Consulting LLC

Attachment A

1. To qualify Rocque de la Fuente to be an independent candidate on the 2016 November General Election Ballot in **Ohio**:
 - a. **Ballot Access/Signature Collection:** Consultant, in consultation with Client, will place signature gatherers to collect the below numbers of signatures.
 - b. **Original Petition sheets.** The original petition sheets gathered by Consultant are property of Client and must be held securely by Consultant until collected for filing by Client. Client is solely responsible for arranging courier service to pick up and deliver or mail such petition sheets for filing. Client may separately contract with Consultant for such services, at Client's expense.
 - c. **Payment Schedule.** One third of the contract value (\$8000.00) is payable to Consultant up front before signature collection begins. One third of the contract value (\$8000.00) is payable to Consultant upon the provision of scanned proof of collection of 5000 signatures. The final contract balance is payable to Consultant upon filing.

Ohio

Signatures	Rate	Contract Value
8000	\$3.00	\$24,000.00

FIRST AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

THIS FIRST AMENDATORY AGREEMENT is made as of the execution date set forth below by and between Benezet Consulting LLC, a Texas limited liability company. ("Consultant") and XXX ("Client").

WHEREAS, Client and Consultant entered into an agreement on XXX to provide professional consulting services ("Agreement"), and

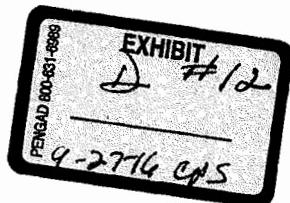
WHEREAS, Client and Consultant desire to amend the petitioning locations and add state-specific terms;

NOW, THEREFORE, Client and Consultant agree as follows:

1. Section 2.3 of the Agreement is amended to state: **Reimbursement of Expenses**. Client shall reimburse Consultant for necessary expenses that are incurred by Consultant while performing the Services under this Agreement upon presentation of expense statements, receipts and/or vouchers, or such other information and documentation as Client may reasonably require, not to exceed the expense limit for the state in which the expense is incurred as listed in Attachment A. Reimbursable expenses may exceed expense limits in Attachment A only with prior approval of the Client.
2. Section 1 of Attachment A is amended to state: To qualify Rocque de la Fuente to be an independent candidate on the 2016 November General Election Ballot in the states below:
3. Section 1.C of Attachment A is stricken.
4. The heading and table appearing in Attachment A is stricken and replaced with the following:

Multi-State Rate Card, Expenses, and Payment Terms

State	Signatures	Rate*	Contract Value	Expense Limits	Payment Schedule
Ohio	8,000	\$3.00	\$24,000.00	1,000.00	One third of the contract value (\$8000.00) is payable to Consultant up front before signature collection begins. One third of the contract value (\$8000.00) is payable to Consultant upon the provision of scanned proof of collection of 5000 signatures. The final contract balance is payable to Consultant upon filing.
Pennsylvania	32,000	\$4.50	\$144,000.00	10,000.00*	\$60,000.00 of the contract value is payable to Consultant up front before signature collection begins. The remainder will come due in quarterly installments of \$21,000 upon provision of scanned proof of collection of ¼ (8,000) of the total contract signatures.
Massachusetts	16,000	\$3.50	\$56,000.00	12,000.00	Half of the contract value is payable to Consultant up front before signature collection begins. The remaining half will come due in two equal payments, the first upon provision of scanned proof of collection of ½ of the contract signatures and remaining balance upon filing.
Virginia	8,000	\$6.00	\$24,000.00	2,500.00	Half of the contract value is payable to Consultant up front before signature collection begins. The remaining half will come due in two equal payments, the first upon provision of scanned proof of collection of ½ of the contract signatures and remaining balance upon filing.
Rhode Island	2,000	\$3.50	\$7,000	5,000.00	Half of the contract value is payable to Consultant up front before signature collection begins. The remaining half will come due in two equal payments, the first upon provision of scanned proof of collection of ½ of the contract signatures and remaining balance upon filing.
Vermont	2,000	\$3.50	\$7,000	2,000.00	Half of the contract value is payable to Consultant up front before signature collection begins. The remaining half will come due in two equal payments, the first upon provision of scanned proof of collection of ½ of the contract signatures and remaining balance upon filing.



Alaska	5,000	\$9.00	\$45,000	5,000.00	Half of the contract value is payable to Consultant up front before signature collection begins. The remaining half will come due in two equal payments, the first upon provision of scanned proof of collection of $\frac{1}{2}$ of the contract signatures and remaining balance upon filing.
Washington	2,000	\$7.50	\$15,000	3,000.00	Half of the contract value is payable to Consultant up front before signature collection begins. The remaining half will come due in two equal payments, the first upon provision of scanned proof of collection of $\frac{1}{2}$ of the contract signatures and remaining balance upon filing.
Connecticut	12,000	\$3.50	\$42,000	5,000.00	Half of the contract value is payable to Consultant up front before signature collection begins. The remaining half will come due in two equal payments, the first upon provision of scanned proof of collection of $\frac{1}{2}$ of the contract signatures and remaining balance upon filing.

* PA expense limit contingent on confirmation of no notarization requirement

All other terms and conditions contained in the Agreement shall remain in full force and effect.

This First Amendatory Agreement is hereby executed on this 11th day of June, 2016.

For Client:

For Benezet Consulting LLC:

Dated: _____

Dated: _____

By: _____

By: _____

Name: _____

Name: Trenton Pool

Title: _____

Title: President, Benezet Consulting LLC

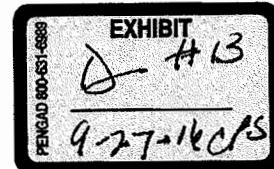
IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

BENEZET CONSULTING, LLC;	:	
TRENTON POOL and CAROL LOVE	:	
		CIVIL ACTION
PLAINTIFFS,	:	
		No. 1:16-CV-00074
vs.	:	Hon. Yvette Kane
PEDRO A. CORTÉS, in his official capacity	:	
as the Secretary of the Commonwealth of	:	
Pennsylvania; and JONATHAN MARKS,	:	
in his official capacity as Commissioner,	:	RECEIVED
of the Bureau of Commissions, Elections and	:	JUN 21 2016
Legislation	:	Office of Attorney General
		Litigation Section
DEFENDANTS.	:	

PLAINTIFF BENEZET CONSULTING'S OBJECTIONS AND RESPONSES
TO DEFENDANTS' FIRST SET OF INTERROGATORIES DIRECTED TO
BENEZET CONSULTING, LLC

GENERAL OBJECTIONS

1. Plaintiff Benezet Consulting objects to Defendants' interrogatories to the extent that Defendants' seek the discovery of information which is beyond the scope of this lawsuit, and therefore irrelevant, immaterial, and not reasonably calculated to lead to the discovery of admissible evidence.
2. Plaintiff Benezet Consulting objects to Defendants' interrogatories to the extent that Defendants' interrogatories are overly broad, unduly burdensome and calculated to annoy and harass Plaintiff for defending rights guaranteed to her under the First and Fourteenth Amendments to the United States Constitution.
3. Plaintiff Benezet Consulting objects to Defendants' interrogatories to the extent that Defendants' interrogatories seek information which is privileged from disclosure by the attorney-client privilege, attorney work-product doctrine and other applicable privileges.
4. Plaintiff Benezet Consulting objects to Defendants' interrogatories to the extent that the information requested is in the possession of Defendants and/or publicly available on the Defendants' own internet portal. The burden of responding to such request is substantially the same or less for the Defendants as for Plaintiff Benezet Consulting.



5. Plaintiff Benezet Consulting objects to Defendants' interrogatories to the extent that they seek information that no longer exists or has otherwise been lost, misplaced, or destroyed.

Subject to and without waiving the foregoing objections, Plaintiff Benezet Consulting provides the following specific objections and responses to Defendants' First Set of Interrogatories Directed to Benezet Consulting, LLC:

**SPECIFIC OBJECTIONS AND RESPONSES TO DEFENDANTS' FIRST SET OF INTERROGATORIES DIRECTED
TO TRENTON POOL**

1. Identify all persons who, to your knowledge or information, have information relevant to and relating to Plaintiff's claims against Defendants. For each such person, list and describe the information or knowledge possessed and how the person acquired such information or knowledge.

Response:

(1) Vonn Andring, Principal, Big Table Strategies, LLC, www.bigtblestrategies.com, P.O.Box 25384, Houston, Texas. Mr. Andring was the Pennsylvania Political Director for Cruz for President. Mr. Andring, as the director of the Cruz 2016 petition drive in Pennsylvania would have complete knowledge as to the out-of-state witness restriction for the circulation of nomination petitions, the prohibition of registered qualified electors from signing more than one nomination petition per office per election and the requirement that each page of a nomination petition must be notarized. Mr. Andring was also aware of the lawsuit filed in this action and the claims made therein.

(2) Edee Baggett (aka Mary E. Baggett, National Ballot Access, 925 Hillary Lane, Lawrenceville, GA 30043-6698. Edee Baggett was in charge of the 2016 nomination petition drive in Pennsylvania for Donald Trump's 2016 presidential campaign. Plaintiffs Benezet Consulting and Pool were going to circulate nomination petitions for Trump in Pennsylvania but as a result of the in-state witness restriction, Plaintiff Pool contacted the Allegheny County Republican Committee to ask if they had any witnesses that could assist in the petition drive for Trump with out-of-state witnesses. When Ms. Baggett learned that Plaintiff Pool had contacted the local GOP for help, she became angry alleged that the party was out to hurt Trump and, as a result, Ms. Baggett pulled the Pennsylvania Trump contract from Plaintiff Benezet Consulting. Accordingly, Ms. Baggett is well aware of the out-of-state circulator restriction, as well as, the prohibition on registered qualified electors from signing more than 1 nomination petition per office per election and the requirement that each paper of the nomination petition must be individually executed and notarized. Ms. Baggett is also well aware of the litigation initiated by Plaintiffs and Plaintiffs claims in this action.

(3) Ron Yoachum, 220 South Home Avenue, Avalon, PA 15202, circulated and/or witnessed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(4) Ed Mason, 155 Main Street, Felton, Pennsylvania 17322, circulated and/or witnessed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one

nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(5) Denise Mason, 155 Main Street, Felton, Pennsylvania 17322, circulated and/or witnessed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(6) Rick Churra, 600 West College Avenue, Apartment 301, State College, PA 16801, circulated and/or witnessed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(7) Andy Maul (no address yet available, when address has been obtained a supplemental answer will be served) based on information and belief a resident of Pittsburgh, Pennsylvania, 412-478-9082, circulated and/or witnessed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(8) Milton Lukens (no address yet available, when address has been obtained a supplemental answer will be served) 703-869-1421 resident based on information and belief in Virginia, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(9) Andy Jacobs, 3403 Hawthorne Drive, Camp Hill, PA 17011, 702-785-4738 circulated and/or witnessed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(10) Michael Alexander (no address yet available, when address has been obtained a supplemental answer will be served) 617-987-1144 resident based on information and belief in Massachusetts, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(11) Brian Lyyra (no address yet available, when address has been obtained a supplemental answer will be served) resident based on information and belief in Massachusetts, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(12) Jim Edwards (no address yet available, when address has been obtained a supplemental answer will be served) 814-883-6756, circulated and/or witnessed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(13) Mike Jennings, c/o Mary Outing, 9828 Dauphine Drive, Charlotte, NC 28216, 818-643-9713, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(14) Jake Witmer, 6402 Hampton Drive, Anchorage, AK 99504 (physical address)/1319 Everett Avenue, Des Plaines, Illinois 60018 (mailing address) 701-204-3215, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(15) Mark Gailey, 105 Forest Street, Apartment #1, Berea Kentucky 40403, 859-979-0389, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(16) Lowman Henry, 453 Springlake Road, Harrisburg, PA 17112 assisted in the filing of Cruz 2016 nomination petitions (after they were signed, executed and notarized).

2. Identify each and every person, excluding legal counsel, by name, address and telephone number to whom you have spoken or otherwise communicated concerning this action, and any of the claims within this action, or any of the facts giving rise to the claims in this action. For each individual identified, state the date(s) of the communication, the method of communication, those present during the conversation, and describe in detail the entire communication including all facts obtained from the other individual relevant to any of the claims set forth in this action.

Response:

(1) Richard Wenger, P.O.Box 470296, San Francisco, CA 94147, 415-922-9779, Plaintiff Pool spoke to Richard Wenger after Plaintiff Pool learned that *Green Party of Pennsylvania* was not going to be applied to nomination petitions in Pennsylvania. Plaintiff Pool discussed the potential claims of any lawsuit against Defendants with Richard Wenger and Mr. Wenger advised Plaintiff Pool to contact Paul Rossi, Esq. to discuss imitating the instant legal action.

(2) Michael Arno, Arno Political Consultants, Inc., 3235 Sunrise Blvd. Suite #1, Rancho Cordova, CA 95742, 916-638-1596, was Plaintiff Pool's initial contact with the Rand Paul Campaign. Mr. Arno informed Plaintiff Pool that he was no longer bidding out contracts for the campaign and advised Plaintiff Pool to contact Patrick Wohl to bid on the Rhode Island and Pennsylvania petition drive contracts. Briefly discussed the legal issues in Pennsylvania and wished Plaintiff Pool luck in a potential lawsuit against Pennsylvania.

(3) Patrick Wohl, Rand Paul campaign (currently with the "Greitens for Governor of Missouri campaign"), 913 East Ash Street, Columbia MO 65201, 573-227-8610, discussed Pennsylvania petition drive with Plaintiff Pool and the legal issues of this lawsuit with Plaintiff Pool, directed Plaintiff Pool to contact Michael Biundo to discuss Rand campaign contract for Pennsylvania petition drive.

(4) Michael Biundo, Partner, RightVoter, 7915 South Emerson Avenue, Indianapolis, Indiana 46237, 970-219-2831, discussed Pennsylvania petition drive contract with Plaintiff Pool where Plaintiff Pool discussed the instant lawsuit and advised Mr. Biundo that if Plaintiff Pool succeeded on his request for emergency injunctive relief against Pennsylvania's out-of-state witness restriction Plaintiff Pool could offer to charge a lower rate per signature when Mr. Biundo asked why Pennsylvania petition drives were so expensive. Mr. Biundo and Plaintiff Pool discussed the instant lawsuit. When Judge Kane refused to enjoin the challenged provisions of the Pennsylvania Election Code Mr. Biundo declined to use Plaintiff Benezet Consulting for the Rand petition drive in Pennsylvania.

(5) Edee Baggett (aka Mary E. Baggett, National Ballot Access, 925 Hillary Lane, Lawrenceville, GA 30043-6698. Edee Baggett was in charge of the 2016 nomination petition drive in Pennsylvania for Donald Trump's 2016 presidential campaign. Plaintiffs Benezet Consulting and Pool were going to circulate nomination petitions for Trump in Pennsylvania but as a result of the in-state witness restriction, Plaintiff Pool contacted the Allegheny County Republican Committee to ask if they had any witnesses that could assist in the petition drive for Trump with out-of-state witnesses. When Ms. Baggett learned that Plaintiff Pool had contacted the local GOP for help, she became angry alleged that the party was out to hurt Trump and, as a result, Ms. Baggett pulled the Pennsylvania Trump contract from Plaintiff Benezet Consulting. Accordingly, Ms. Baggett is well aware of the out-of-state circulator restriction, as well as, the prohibition on registered qualified electors from signing more than 1 nomination petition per office per election and the requirement that each paper of the nomination petition must be individually executed and notarized. Ms. Baggett is also well aware of the litigation initiated by Plaintiffs and Plaintiffs claims in this action. Furthermore, Plaintiff Pool discussed the instant lawsuit with Ms. Baggett during the course of their dealings together.

(6) Vonn Andring, Principal, Big Table Strategies, LLC, www.bigtblestrategies.com, P.O.Box 25384, Houston, Texas. Mr. Andring was the Pennsylvania Political Director for Cruz for President. Mr. Andring, as the director of the Cruz 2016 petition drive in Pennsylvania would have complete knowledge as to the out-of-state witness restriction for the circulation of nomination petitions, the prohibition of registered qualified electors from signing more than one nomination petition per office per election and the requirement that each page of a nomination petition must be notarized. Mr. Andring was also aware of the lawsuit filed in this action and the claims made therein. Furthermore,

Plaintiff Pool discussed the instant lawsuit with Mr. Andring during the course of their dealings together.

(7) Ron Yoachum, 220 South Home Avenue, Avalon, PA 15202, circulated and/or witnessed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized. Furthermore, Plaintiff Pool may have discussed the instant lawsuit with Mr. Yoachum during the course of their dealings together.

(8) Ed Mason, 155 Main Street, Felton, Pennsylvania 17322, circulated and/or witnessed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized. Furthermore, Plaintiff Pool may have discussed the instant lawsuit with Mr. Mason during the course of their dealings together.

(9) Denise Mason, 155 Main Street, Felton, Pennsylvania 17322, circulated and/or witnessed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized. Furthermore, Plaintiff Pool may have discussed the instant lawsuit with Ms. Mason during the course of their dealings together.

(10) Rick Churra, 600 West College Avenue, Apartment 301, State College, PA 16801, circulated and/or witnessed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized. Furthermore, Plaintiff Pool may have discussed the instant lawsuit with Mr. Churra during the course of their dealings together.

(11) Andy Maul (no address yet available, when address has been obtained a supplemental answer will be served) based on information and belief a resident of Pittsburgh, Pennsylvania, 412-478-9082, circulated and/or witnessed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized. Furthermore, Plaintiff Pool may have discussed the instant lawsuit with Mr. Maul during the course of their dealings together.

(12) Milton Lukens (no address yet available, when address has been obtained a supplemental answer will be served) 703-869-1421 resident based on information and belief in Virginia, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized. Furthermore, Plaintiff Pool may have discussed the instant lawsuit with Mr. Lukens during the course of their dealings together.

- (13) Andy Jacobs, 3403 Hawthorne Drive, Camp Hill, Pennsylvania 17011, 702-785-4738, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized. Furthermore, Plaintiff Pool discussed the instant lawsuit with Mr. Jacobs during the course of their dealings together.
- (14) Michael Alexander (no address yet available, when address has been obtained a supplemental answer will be served) 617-987-1144 resident based on information and belief in Massachusetts, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized. Furthermore, Plaintiff Pool may have discussed the instant lawsuit with Mr. Alexander during the course of their dealings together.
- (15) Brian Lyyra (no address yet available, when address has been obtained a supplemental answer will be served) resident based on information and belief in Massachusetts, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized. Furthermore, Plaintiff Pool may have discussed the instant lawsuit with Mr. Lyyra during the course of their dealings together.
- (16) Jim Edwards (no address yet available, when address has been obtained a supplemental answer will be served) 814-883-6756, circulated and/or witnessed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized. Furthermore, Plaintiff Pool may have discussed the instant lawsuit with Mr. Edwards during the course of their dealings together.
- (17) Mike Jennings, c/o Mary Outing, 9828 Dauphine Drive, Charlotte, NC 28216, 818-643-9713, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized. Furthermore, Plaintiff Pool discussed the instant lawsuit with Mr. Jennings during the course of their dealings together.
- (18) Jake Witmer, 6402 Hampton Drive, Anchorage, AK 99504 (physical address)/1319 Everett Avenue, Des Plaines, Illinois 60018 (mailing address) 701-204-3215, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized. Furthermore, Plaintiff Pool discussed the instant lawsuit with Mr. Witmer during the course of their dealings together.

(19) Mark Galley, 105 Forest Street, Apartment #1, Berea Kentucky 40403, 859-979-0389, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized. Furthermore, Plaintiff Pool discussed the instant lawsuit with Mr. Galley during the course of their dealings together.

3. Identify all witnesses you expect or intend to call at the time of the trial.

Response: Plaintiffs object to this interrogatory on the basis that Plaintiffs Pool and Benezet Consulting have not yet determined each and every witness that they may call to testify at any hearing, trial or for any dispositive motions or in opposition to any dispositive motions, as it is too early in the discovery process to make such determinations. However, subject to the foregoing objection and reserving the right to expand the following list of witnesses, Plaintiffs currently intend on calling the following as witnesses at any hearing, trial or in favor of any dispositive motions or to oppose any dispositive motions:

- (1) Plaintiff Trenton Pool, 3800 Creek Road, Dripping Springs, TX 78620;
- (2) Carl Romanelli, 344 South Franklin Street, Wilkes-Barre, Pennsylvania;
- (3) Andrew Jacobs, 3403 Hawthorne Drive, Camp Hill, PA 17011;
- (4) Jake Witmer, 6402 Hampton Drive, Anchorage, AK 99504; 1319 Everett Avenue, Des Plaines, Illinois 60018;
- (5) Mark Gailey, 105 Forest Street, Apartment #1, Berea, Kentucky 40403;
- (6) Plaintiff Carol Love
- (7) Defendant Jonathan Marks
- (8) Edee Baggett (aka Mary E. Baggett, National Ballot Access, 925 Hillary Lane, Lawrenceville, GA 30043-6698.
- (9) Michael Alexander, 617-987-1144
- (10) Bob Lynch, 804-397-4771

4. Identify all exhibits you may use at any hearing and trial of this matter.

Response: Plaintiffs object to this interrogatory on the basis that Plaintiffs Pool and Benezet Consulting have not yet determined each and every exhibit that may be used at any hearing, trial or in favor of any dispositive motions or in opposition to any dispositive motions, as it is too early in the discovery process to make such determinations. However, subject to the foregoing objection and reserving the right to expand the following list of exhibits, Plaintiffs currently intend on using the

following exhibits at any hearing, trial or in favor or opposition to any dispositive motions that might be filed:

(1) 2016 Pennsylvania Nomination Petition;

(2) 2016 Pennsylvania Nomination Paper;

(3) 2016 Cruz Contract by and between Cruz campaign and Benezet Consulting, LLC, as executed by Plaintiff Pool.

5. Describe with particularity each and every injury you have suffered as a result of the conduct complained of in the complaint. The term "injury" includes physical, mental and monetary damage to you. For each such injury, identify and describe how the injury occurred, the monetary value of such injury, whether you paid any monies on account of the injury and, if so to whom, how much and when.

Response: Plaintiffs are only seeking prospective equitable relief from the challenged provisions of the Pennsylvania Election Code and Defendants' continued enforcement of the challenged provisions in clear violation of rights guaranteed under the First and Fourteenth Amendments to the United States Constitution by impairing and limiting plaintiffs' ability to communicate and associate with more voters and more candidates in Pennsylvania and limiting plaintiffs' political speech and ability to advance the political messages of the candidates he supports, as set forth more specifically in Plaintiffs Second Amended Complaint. Plaintiffs do not seek monetary relief, as no such relief is available under current jurisprudence. However, Plaintiffs have suffered significant economic harm in the following ways: (1) required to pay compensation to Pennsylvania witnesses to execute nomination petitions circulated by out-of-state residents; (2) lost Rand Paul contract due to the higher costs imposed on out-of-state circulators needing to circulate nomination petition with in-state residents; (3) lost Trump contract, valued at \$5,000-\$6,000, when Plaintiff Pool contacted the local Allegheny Republican Committee for help in locating witnesses to assist in the petition drive with out-of-state circulators because Trump campaign did not trust local GOP committees, as Plaintiff Pool would not have had to contact the local party for help in finding in-state witnesses had the out-of-state witness restriction not been in force; (4) was required to pay an additional \$500 to a Pennsylvania witness who extorted and demanded an additional \$500 over and above the agreed upon witness fee when the witness and circulator were at the notary public to execute the nomination petition; (5) Was not able to complete Cruz petition in one Congressional District because the witness used in that Congressional District would talk to herself in front of prospective registered qualified electors asked to sign the Cruz nomination petition, forcing Plaintiff Pool to pull the circulator out of that Congressional District, costing Plaintiffs Benezet Consulting and Pool the economic value of the signatures needed to be gathered in that Congressional District; (6) the additional time and costs needed to circulate nomination petitions for extended periods of time because the challenged provision of the Pennsylvania Election Code prevents registered qualified electors from signing more than one nomination petition per election cycle for the same office; (7) the costs of notarizing each and every page of the nomination petitions circulated by Plaintiffs Benezet

Consulting and Pool; (8) lost revenue during that period of time that Plaintiffs Benezet Consulting and Pool were in Pennsylvania ready to circulate nomination petitions but could not because Plaintiffs had not secured the services of in-state witnesses for Plaintiffs' out-of-state circulators; and (9) the economic/monetary costs of advertising for in-state Pennsylvania witnesses.

6. Please identify all expert witnesses that you may call at any hearing or trial of this matter and indicate whether such expert witnesses will be proffered for liability or damages.

Response: None.

7. Please identify all cases, since January 1, 2010, in which your identified expert witnesses have testified and include whether they have testified on liability or damages or for the Plaintiff or for the Defense.

Response: None.

8. Please identify all documents reviewed by your experts in connection with the preparation of any expert report or expert testimony.

Response: None.

9. Please describe with particularity all of the expert's opinions and conclusions and the basis for them, including all facts and documents relied on.

Response: Not applicable.

10. Provide a calculation of all damages sought from Defendants.

Response: Plaintiffs do not seek economic damages from Defendants, but actual economic harm likely exceeds \$10,000.

11. Are you claiming any loss of earnings or income? If so, state the total amount, how it is computed and whether it is the total claimed or only the total to date.

Response: Plaintiffs do not seek loss earnings or income, but actual economic loss as a direct and proximate result of the challenged provisions of the Pennsylvania Election Code likely exceed \$10,000.

12. Identify all persons who witness any of the alleged events described in your Second Amended Complaint and please identify what events each person witnesses.

Response:

(1) Vonn Andring, Principal, Big Table Strategies, LLC, www.bigtblestrategies.com, P.O.Box 25384, Houston, Texas. Mr. Andring was the Pennsylvania Political Director for Cruz for President. Mr. Andring, as the director of the Cruz 2016 petition drive in Pennsylvania would have complete knowledge as to the out-of-state witness restriction for the circulation of nomination petitions, the prohibition of registered qualified electors from signing more than one nomination petition per office

per election and the requirement that each page of a nomination petition must be notarized. Mr. Andring was also aware of the lawsuit filed in this action and the claims made therein.

(2) Edee Baggett (aka Mary E. Baggett, National Ballot Access, 925 Hillary Lane, Lawrenceville, GA 30043-6698. Edee Baggett was in charge of the 2016 nomination petition drive in Pennsylvania for Donald Trump's 2016 presidential campaign. Plaintiffs Benezet Consulting and Pool were going to circulate nomination petitions for Trump in Pennsylvania but as a result of the in-state witness restriction, Plaintiff Pool contacted the Allegheny County Republican Committee to ask if they had any witnesses that could assist in the petition drive for Trump with out-of-state witnesses. When Ms. Baggett learned that Plaintiff Pool had contacted the local GOP for help, she became angry alleged that the party was out to hurt Trump and, as a result, Ms. Baggett pulled the Pennsylvania Trump contract from Plaintiff Benezet Consulting. Accordingly, Ms. Baggett is well aware of the out-of-state circulator restriction, as well as, the prohibition on registered qualified electors from signing more than 1 nomination petition per office per election and the requirement that each paper of the nomination petition must be individually executed and notarized. Ms. Baggett is also well aware of the litigation initiated by Plaintiffs and Plaintiffs claims in this action.

(3) Ron Yoachum, 220 South Home Avenue, Avalon, PA 15202, circulated and/or witnessed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(4) Ed Mason, 155 Main Street, Felton, Pennsylvania 17322, circulated and/or witnessed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(5) Denise Mason, 155 Main Street, Felton, Pennsylvania 17322, circulated and/or witnessed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(6) Rick Churra, 600 West College Avenue, Apartment 301, State College, PA 16801, circulated and/or witnessed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(7) Andy Maul (no address yet available, when address has been obtained a supplemental answer will be served) based on information and belief a resident of Pittsburgh, Pennsylvania, 412-478-9082, circulated and/or witnessed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(8) Milton Lukens (no address yet available, when address has been obtained a supplemental answer will be served) 703-869-1421 resident based on information and belief in Virginia, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(9) Andy Jacobs (no address yet available, when address has been obtained a supplemental answer will be served) 702-785-4738 resident based on information and belief in Nevada, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(10) Michael Alexander (no address yet available, when address has been obtained a supplemental answer will be served) 617-987-1144 resident based on information and belief in Massachusetts, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(11) Brian Lyra (no address yet available, when address has been obtained a supplemental answer will be served) resident based on information and belief in Massachusetts, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(12) Jim Edwards (no address yet available, when address has been obtained a supplemental answer will be served) 814-883-6756, circulated and/or witneesed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(13) Mike Jennings, c/o Mary Outing, 9828 Dauphine Drive, Charlotte, NC 28216, 818-643-9713, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(14) Jake Witmer, 6402 Hampton Drive, Anchorage, AK 99504 (physical address)/1319 Everett Avenue, Des Plaines, Illinois 60018 (mailing address) 701-204-3215, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

- (15) **Mark Gailey, 105 Forest Street, Apartment #1, Berea Kentucky 40403, 859-979-0389, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.**
- (16) **Lowman Henry, 453 Springlake Road, Harrisburg, PA 17112 assisted in the filing of Cruz 2016 nomination petitions (after they were signed, executed and notarized).**
- (17) **Justin Freyermuth, Pennsylvania resident, democrat witness for Rocky De La Fuente nomination petitions. Observed the witness process. Address is currently not known to Plaintiffs. As part of Plaintiffs' ongoing discovery, Plaintiffs will file a supplemental response to this interrogatory when this address becomes known to Plaintiffs.**
- (18) **William Trautman, Pennsylvania resident, democrat witness for Rocky De La Fuente nomination petitions. Observed the witness process. Address is currently not known to Plaintiffs. As part of Plaintiffs' ongoing discovery, Plaintiffs will file a supplemental response to this interrogatory when this address becomes known to Plaintiffs.**
- (19) **Charles McConville, Pennsylvania resident, democrat witness for Rocky De La Fuente nomination petitions. Observed the witness process. Address is currently not known to Plaintiffs. As part of Plaintiffs' ongoing discovery, Plaintiffs will file a supplemental response to this interrogatory when this address becomes known to Plaintiffs.**
- (20) **Ashley Waner, Pennsylvania resident, democrat witness for Rocky De La Fuente nomination petitions. Observed the witness process. Address is currently not known to Plaintiffs. As part of Plaintiffs' ongoing discovery, Plaintiffs will file a supplemental response to this interrogatory when this address becomes known to Plaintiffs.**
- (21) **Jovan Brown, Pennsylvania resident, democrat witness for Rocky De La Fuente nomination petitions. Observed the witness process. Address is currently not known to Plaintiffs. As part of Plaintiffs' ongoing discovery, Plaintiffs will file a supplemental response to this interrogatory when this address becomes known to Plaintiffs.**
- (22) **Lauren Green, Pennsylvania resident, democrat witness for Rocky De La Fuente nomination petitions. Observed the witness process. Address is currently not known to Plaintiffs. As part of Plaintiffs' ongoing discovery, Plaintiffs will file a supplemental response to this interrogatory when this address becomes known to Plaintiffs.**
13. In your Second Amended Complaint, you make reference to persons whom you claim were going to provide signature collection services (and/or who did provide signature collection services) for you either on a paid basis or on a volunteer basis. Identify each of those persons and provide current addresses for them so that they may be subpoenaed to testify at a deposition and/or trial and so that they can be commanded to provide documents in their possession relating to the services they were going to provide to you.

Response:

- (1) Ron Yoachum, 220 South Home Avenue, Avalon, PA 15202, circulated and/or witnessed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.
- (2) Ed Mason, 155 Main Street, Felton, Pennsylvania 17322, circulated and/or witnessed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.
- (3) Denise Mason, 155 Main Street, Felton, Pennsylvania 17322, circulated and/or witnessed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.
- (4) Rick Churra, 600 West College Avenue, Apartment 301, State College, PA 16801, circulated and/or witnessed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.
- (5) Andy Maul (no address yet available, when address has been obtained a supplemental answer will be served) based on information and belief a resident of Pittsburgh, Pennsylvania, 412-478-9082, circulated and/or witnessed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.
- (6) Milton Lukens (no address yet available, when address has been obtained a supplemental answer will be served) 703-869-1421 resident based on information and belief in Virginia, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.
- (7) Andy Jacobs (no address yet available, when address has been obtained a supplemental answer will be served) 702-785-4738 resident based on information and belief in Nevada, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(8) Michael Alexander (no address yet available, when address has been obtained a supplemental answer will be served) 617-987-1144 resident based on information and belief in Massachusetts, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(9) Brian Lyyra (no address yet available, when address has been obtained a supplemental answer will be served) resident based on information and belief in Massachusetts, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(10) Jim Edwards (no address yet available, when address has been obtained a supplemental answer will be served) 814-883-6756, circulated and/or witneeseed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(11) Mike Jennings, c/o Mary Outing, 9828 Dauphine Drive, Charlotte, NC 28216, 818-643-9713, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

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(13) Mark Gailey, 105 Forest Street, Apartment #1, Berea Kentucky 40403, 859-979-0389, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

14. Identify any and all persons whom you have employed or contracted with or used to provide signature collection services for you. The time frame for this interrogatory is January 1, 2010 until present.

Response: Plaintiffs Benezet Consulting and Pool object to this interrogatory to the extent that Defendants' seek the discovery of information which is beyond the scope of this lawsuit, and therefore irrelevant, immaterial, and not reasonably calculated to lead to the discovery of admissible

evidence, Plaintiffs' circulation of election petitions in other states under laws not subject to this challenge is irrelevant to the facts and legal merits of the instant action. Plaintiffs also object to this interrogatory to the extent that it is overly broad, unduly burdensome and calculated to annoy and harass Plaintiffs for defending rights guaranteed to her under the First and Fourteenth Amendments to the United States Constitution by requiring Plaintiffs to search and produce documents from 5 years' worth of records, to the extent they even still exist is, is plainly beyond the scope of this action and would force Plaintiffs to cease from their current employment/business activities in circulating election petitions in multiple states for the 2016 general election ballot. Plaintiffs also object to this interrogatory to the extent Defendants seek information that no longer exists or has otherwise been lost, misplaced, or destroyed as most of the records beyond the 2016 Pennsylvania circulation drive have not been maintained and are no longer in the custody of Plaintiffs nor available to answer this interrogatory. However, subject to and without waiving the foregoing objections, Plaintiffs Benezet Consulting and Pool provide the following:

- (1) Ron Yoachum, 220 South Home Avenue, Avalon, PA 15202, circulated and/or witnessed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.
- (2) Ed Mason, 155 Main Street, Felton, Pennsylvania 17322, circulated and/or witnessed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.
- (3) Denise Mason, 155 Main Street, Felton, Pennsylvania 17322, circulated and/or witnessed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.
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(10) Jim Edwards (no address yet available, when address has been obtained a supplemental answer will be served) 814-883-6756, circulated and/or witneesed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

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(13) Mark Gailey, 105 Forest Street, Apartment #1, Berea Kentucky 40403, 859-979-0389, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool In 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

15. Identify any and all elections that you have tried to collect, or actually collected, signatures and identify the candidate or delegate for whom you collected signatures the state of the election, and the date of the election. The time frame for this interrogatory is January 1, 2010 until the present.

Response: : Plaintiffs Benezet Consulting and Pool object to this interrogatory to the extent that Defendants' seek the discovery of information which is beyond the scope of this lawsuit, and therefore irrelevant, immaterial, and not reasonably calculated to lead to the discovery of admissible evidence, Plaintiffs' circulation of election petitions in other states under laws not subject to this challenge is irrelevant to the facts and legal merits of the instant action. Plaintiffs also object to this interrogatory to the extent that it is overly broad, unduly burdensome and calculated to annoy and harass Plaintiffs for defending rights guaranteed to her under the First and Fourteenth Amendments to the United States Constitution by requiring Plaintiffs to search and produce documents from 6 years' worth of records, to the extent they even still exist is, is plainly beyond the scope of this action and would force Plaintiffs to cease from their current employment/business activities in circulating election petitions in multiple states for the 2016 general election ballot. Plaintiffs also object to this interrogatory to the extent Defendants seek information that no longer exists or has otherwise been lost, misplaced, or destroyed as most of the records beyond the 2016 Pennsylvania circulation drive have not been maintained and are no longer in the custody of Plaintiffs nor available to answer this interrogatory. However, subject to and without waiving the foregoing objections, Plaintiffs Benezet Consulting and Pool provide the following:

Plaintiff Pool in his individual capacity circulated election petitions, to the best of his knowledge, for the following election contests:

- (1) Ron Paul, Pennsylvania, 2012 Primary Election;
- (2) Gary Johnson, Pennsylvania, 2012 General Election;
- (3) Gary Johnson and Jill Stein, Alaska, 2012 General Election;
- (4) New Party nomination petitions for "Americans Elect" Alaska, 2012;
- (5) New Party nomination petitions for "Americans Elect" North Dakota, 2012;
- (6) New Party nomination petitions for "Americans for Limited Government" Oregon, 2008;
- (7) Casino Gaming Referendum petitions, Arkansas, 2012

(8) **Medical Marijuana referendum petitions, Arkansas, 2012**

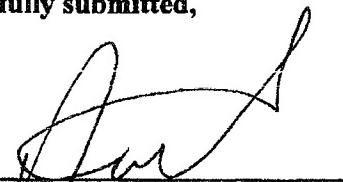
Plaintiff Benezet Consulting, LLC circulated nomination petitions, to the best of its knowledge, for the following election contests:

- (1) **Ted Cruz, Pennsylvania, Illinois, Vermont, Indiana and Rhode Island, 2016 Primary Election;**
- (2) **Rocky De La Fuente, Pennsylvania, Indiana, Wisconsin, Connecticut 2016 Primary Election;**
- (3) **Rand Paul, Indiana, Vermont, Illinois, Rhode Island, 2016 Primary Election;**
- (4) **Rocky De La Fuente, Pennsylvania, Alaska, Ohio (and likely many more states – contract may evolve to include more states) 2016 General Election;**
- (5) **Jill Stein, Virginia, 2016 General Election;**
- (6) **Rick Santorum, Indiana, 2016 Primary Election;**
- (7) **Carly Fiorina, Indiana, 2016 Primary Election;**
- (8) **Ben Carson, Indiana, 2016 Primary Election;**
- (9) **Donald Trump, Indiana, 2016 Primary Election;**
- (10) **Texas Supreme Court candidates, Joe Pool, Sharon McCalley, Robert Talton, Texas, 2014**
- (11) **Alicia Franklin, 330th Family Court Judge, Texas (year unknown);**
- (12) **Houston Equal Rights Ordinance referendum, Texas, 2015;**
- (13) **Leonila Olivares Salazar, Justice of the Peace, District #2 Harris County, Texas, 2014;**
- (14) **Anne Kitchen, Austin City Council, Texas 2016;**
- (15) **Gary Johnson, Ohio, General Election 2016;**
- (16) **Stop the Lone Star Rail Initiative, City of Kyle, Texas, 2016.**

16. In your Second Amended Complaint, you make reference to an outburst. Identify this person (and all witnesses to this alleged outburst) and provide current addresses for them so that they may be subpoenaed to testify at a deposition and/or trial and so they can be commanded to provide documents in their possession relating to the services they were going to provide to you.

Response: Ben Prissette, 412-583-4299. Current address is not known. Subject to continuing discovery efforts, Plaintiffs will file a supplemental answer to this interrogatory when his address is determined.

Respectfully submitted,



Dated: June 16, 2016

Paul A. Rossi, Esq.
IMPG Advocates, Inc.
Attorney for Plaintiffs
Attorney I.D. # 84947
873 East Baltimore Pike, Suite #705
Kennett Square, PA 19348
717.961.8978
Paul-Rossi@comcast.net

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

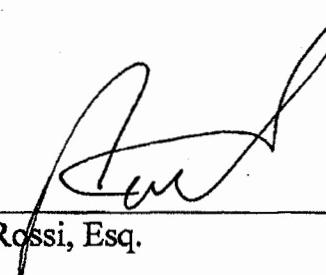
BENEZET CONSULTING, LLC;	:	
TRENTON POOL and CAROL LOVE	:	
		CIVIL ACTION
PLAINTIFFS,	:	
		No. 1:16-CV-00074
vs.	:	Hon. Yvette Kane
PEDRO A. CORTÉS, in his official capacity	:	
as the Secretary of the Commonwealth of	:	
Pennsylvania; and JONATHAN MARKS,	:	
in his official capacity as Commissioner,	:	
of the Bureau of Commissions, Elections and	:	
Legislation	:	
DEFENDANTS.	:	

CERTIFICATE OF SERVICE

The undersigned counsel hereby certifies that on June 16, 2016, he served, via first class mail upon the following defendants' legal counsel a true and correct copy of "Plaintiff Benezet Consulting's Objections and Responses to Defendants' First Set of Interrogatories Directed to Benezet Consulting, LLC" at the following address:

Kenneth L. Joel, Esq.
Chief Deputy Attorney General
Office of Attorney General
15th Floor, Strawberry Square
Harrisburg, PA 17120

Dated: June 16, 2016


Paul A. Rossi, Esq.

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

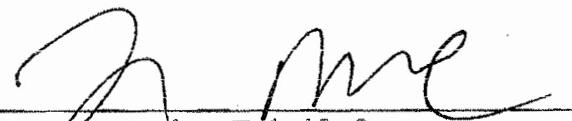
BENEZET CONSULTING, LLC;	:	
TRENTON POOL and CAROL LOVE	:	
PLAINTIFFS,		CIVIL ACTION
vs.		No. 1:16-CV-00074
		Hon. Yvette Kane
:		
PEDRO A. CORTÉS, in his official capacity		
as the Secretary of the Commonwealth of		
Pennsylvania; and JONATHAN MARKS,		
in his official capacity as Commissioner,		
of the Bureau of Commissions, Elections and		
Legislation		
:		
DEFENDANTS.		
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VERIFICATION OF INTERROGATORY ANSWERS

I, Trenton Pool, on behalf of Benezet Consulting, LLC, believe, based on reasonable inquiry, that the foregoing answers are true and correct to the best of my knowledge, information and belief.

I verify, under penalty of perjury, that the foregoing is true and correct.

Dated: June 16, 2016



Trenton Pool on Behalf of
Benezet Consulting, LLC

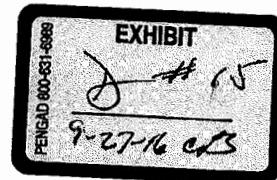
IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

BENEZET CONSULTING, LLC;	:	
TRENTON POOL and CAROL LOVE	:	
	:	CIVIL ACTION
PLAINTIFFS,	:	
	:	No. 1:16-CV-00074
vs.	:	Hon. Yvette Kane
	:	
PEDRO A. CORTÉS, in his official capacity	:	
as the Secretary of the Commonwealth of	:	RECEIVED
Pennsylvania; and JONATHAN MARKS,	:	JUN 21 2016
in his official capacity as Commissioner,	:	
of the Bureau of Commissions, Elections and	:	Office of Attorney General
Legislation	:	Litigation Section
	:	
DEFENDANTS.	:	

PLAINTIFF POOL'S OBJECTIONS AND RESPONSES TO
DEFENDANTS' FIRST SET OF INTERROGATORIES DIRECTED TO
TRENTON POOL

GENERAL OBJECTIONS

1. Plaintiff Pool objects to Defendants' interrogatories to the extent that Defendants' seek the discovery of information which is beyond the scope of this lawsuit, and therefore irrelevant, immaterial, and not reasonably calculated to lead to the discovery of admissible evidence.
2. Plaintiff Pool objects to Defendants' interrogatories to the extent that Defendants' interrogatories are overly broad, unduly burdensome and calculated to annoy and harass plaintiff for defending rights guaranteed to her under the First and Fourteenth Amendments to the United States Constitution.
3. Plaintiff Pool objects to Defendants' interrogatories to the extent that Defendants' interrogatories seek information which is privileged from disclosure by the attorney-client privilege, attorney work-product doctrine and other applicable privileges.
4. Plaintiff Pool objects to Defendants' interrogatories to the extent that the information requested is in the possession of Defendants and/or publicly available on the Defendants' own internet portal. The burden of responding to such request is substantially the same or less for the Defendants as for Plaintiff Pool.



5. Plaintiff Pool objects to Defendants' interrogatories to the extent that they seek information that no longer exists or has otherwise been lost, misplaced, or destroyed.

Subject to and without waiving the foregoing objections, Plaintiff Pool provides the following specific objections and responses to Defendants' First Set of Interrogatories Directed to Trenton Pool:

**SPECIFIC OBJECTIONS AND RESPONSES TO DEFENDANTS' FIRST SET OF INTERROGATORIES DIRECTED
TO TRENTON POOL**

1. Identify all persons who, to your knowledge or information, have information relevant to and relating to Plaintiff's claims against Defendants. For each such person, list and describe the information or knowledge possessed and how the person acquired such information or knowledge.

Response:

(1) Vonn Andring, Principal, Big Table Strategies, LLC, www.bigtblestrategies.com, P.O.Box 25384, Houston, Texas. Mr. Andring was the Pennsylvania Political Director for Cruz for President. Mr. Andring, as the director of the Cruz 2016 petition drive in Pennsylvania would have complete knowledge as to the out-of-state witness restriction for the circulation of nomination petitions, the prohibition of registered qualified electors from signing more than one nomination petition per office per election and the requirement that each page of a nomination petition must be notarized. Mr. Andring was also aware of the lawsuit filed in this action and the claims made therein.

(2) Edee Baggett (aka Mary E. Baggett, National Ballot Access, 925 Hillary Lane, Lawrenceville, GA 30043-6698. Edee Baggett was in charge of the 2016 nomination petition drive in Pennsylvania for Donald Trump's 2016 presidential campaign. Plaintiffs Benezet Consulting and Pool were going to circulate nomination petitions for Trump in Pennsylvania but as a result of the in-state witness restriction, Plaintiff Pool contacted the Allegheny County Republican Committee to ask if they had any witnesses that could assist in the petition drive for Trump with out-of-state witnesses. When Ms. Baggett learned that Plaintiff Pool had contacted the local GOP for help, she became angry alleged that the party was out to hurt Trump and, as a result, Ms. Baggett pulled the Pennsylvania Trump contract from Plaintiff Benezet Consulting. Accordingly, Ms. Baggett is well aware of the out-of-state circulator restriction, as well as, the prohibition on registered qualified electors from signing more than 1 nomination petition per office per election and the requirement that each paper of the nomination petition must be individually executed and notarized. Ms. Baggett is also well aware of the litigation initiated by Plaintiffs and Plaintiffs claims in this action.

(3) Ron Yoachum, 220 South Home Avenue, Avalon, PA 15202, circulated and/or witnessed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(4) Ed Mason, 155 Main Street, Felton, Pennsylvania 17322, circulated and/or witnessed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one

nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(5) Denise Mason, 155 Main Street, Felton, Pennsylvania 17322, circulated and/or witnessed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(6) Rick Churra, 600 West College Avenue, Apartment 301, State College, PA 16801, circulated and/or witnessed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(7) Andy Maul (no address yet available, when address has been obtained a supplemental answer will be served) based on information and belief a resident of Pittsburgh, Pennsylvania, 412-478-9082, circulated and/or witnessed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(8) Milton Lukens (no address yet available, when address has been obtained a supplemental answer will be served) 703-869-1421 resident based on information and belief in Virginia, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(9) Andy Jacobs, 3403 Hawthorne Drive, Camp Hill, PA 17011, 702-785-4738 circulated and/or witnessed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(10) Michael Alexander (no address yet available, when address has been obtained a supplemental answer will be served) 617-987-1144 resident based on information and belief in Massachusetts, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(11) Brian Lyyra (no address yet available, when address has been obtained a supplemental answer will be served) resident based on information and belief in Massachusetts, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(12) Jim Edwards (no address yet available, when address has been obtained a supplemental answer will be served) 814-883-6756, circulated and/or witnessed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(13) Mike Jennings, c/o Mary Outing, 9828 Dauphine Drive, Charlotte, NC 28216, 818-643-9713, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(14) Jake Witmer, 6402 Hampton Drive, Anchorage, AK 99504 (physical address)/1319 Everett Avenue, Des Plaines, Illinois 60018 (mailing address) 701-204-3215, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(15) Mark Galley, 105 Forest Street, Apartment #1, Berea Kentucky 40403, 859-979-0389, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(16) Lowman Henry, 453 Springlake Road, Harrisburg, PA 17112 assisted in the filing of Cruz 2016 nomination petitions (after they were signed, executed and notarized).

2. Identify each and every person, excluding legal counsel, by name, address and telephone number to whom you have spoken or otherwise communicated concerning this action, and any of the claims within this action, or any of the facts giving rise to the claims in this action. For each individual identified, state the date(s) of the communication, the method of communication, those present during the conversation, and describe in detail the entire communication including all facts obtained from the other individual relevant to any of the claims set forth in this action.

Response:

(1) Richard Wenger, P.O.Box 470296, San Francisco, CA 94147, 415-922-9779, Plaintiff Pool spoke to Richard Wenger after Plaintiff Pool learned that *Green Party of Pennsylvania* was not going to be applied to nomination petitions in Pennsylvania. Plaintiff Pool discussed the potential claims of any lawsuit against Defendants with Richard Wenger and Mr. Wenger advise Plaintiff Pool to contact Paul Rossi, Esq. to discuss imitating the instant legal action.

- (2) Michael Arno, Arno Political Consultants, Inc., 3235 Sunrise Blvd. Suite #1, Rancho Cordova, CA 95742, 916-638-1596, was Plaintiff Pool's initial contact with the Rand Paul Campaign. Mr. Arno informed Plaintiff Pool that he was no longer bidding out contracts for the campaign and advised Plaintiff Pool to contact Patrick Wohl to bid on the Rhode Island and Pennsylvania petition drive contracts. Briefly discussed the legal issues in Pennsylvania and wished Plaintiff Pool luck in a potential lawsuit against Pennsylvania.
- (3) Patrick Wohl, Rand Paul campaign (currently with the "Greitens for Governor of Missouri campaign"), 913 East Ash Street, Columbia MO 65201, 573-227-8610, discussed Pennsylvania petition drive with Plaintiff Pool and the legal issues of this lawsuit with Plaintiff Pool, directed Plaintiff Pool to contact Michael Biundo to discuss Rand campaign contract for Pennsylvania petition drive.
- (4) Michael Biundo, Partner, RightVoter, 7915 South Emerson Avenue, Indianapolis, Indiana 46237, 970-219-2831, discussed Pennsylvania petition drive contract with Plaintiff Pool where Plaintiff Pool discussed the instant lawsuit and advised Mr. Biundo that if Plaintiff Pool succeeded on his request for emergency injunctive relief against Pennsylvania's out-of-state witness restriction Plaintiff Pool could offer to charge a lower rate per signature when Mr. Biundo asked why Pennsylvania petition drives were so expensive. Mr. Biundo and Plaintiff Pool discussed the instant lawsuit. When Judge Kane refused to enjoin the challenged provisions of the Pennsylvania Election Code Mr. Biundo declined to use Plaintiff Benezet Consulting for the Rand petition drive in Pennsylvania.
- (5) Edee Baggett (aka Mary E. Baggett, National Ballot Access, 925 Hillary Lane, Lawrenceville, GA 30043-6698. Edee Baggett was in charge of the 2016 nomination petition drive in Pennsylvania for Donald Trump's 2016 presidential campaign. Plaintiffs Benezet Consulting and Pool were going to circulate nomination petitions for Trump in Pennsylvania but as a result of the in-state witness restriction, Plaintiff Pool contacted the Allegheny County Republican Committee to ask if they had any witnesses that could assist in the petition drive for Trump with out-of-state witnesses. When Ms. Baggett learned that Plaintiff Pool had contacted the local GOP for help, she became angry alleged that the party was out to hurt Trump and, as a result, Ms. Baggett pulled the Pennsylvania Trump contract from Plaintiff Benezet Consulting. Accordingly, Ms. Baggett is well aware of the out-of-state circulator restriction, as well as, the prohibition on registered qualified electors from signing more than 1 nomination petition per office per election and the requirement that each page of the nomination petition must be individually executed and notarized. Ms. Baggett is also well aware of the litigation initiated by Plaintiffs and Plaintiffs claims in this action. Furthermore, Plaintiff Pool discussed the instant lawsuit with Ms. Baggett during the course of their dealings together.
- (6) Vonn Andring, Principal, Big Table Strategies, LLC, www.bigtablestrategies.com, P.O.Box 25384, Houston, Texas. Mr. Andring was the Pennsylvania Political Director for Cruz for President. Mr. Andring, as the director of the Cruz 2016 petition drive in Pennsylvania would have complete knowledge as to the out-of-state witness restriction for the circulation of nomination petitions, the prohibition of registered qualified electors from signing more than one nomination petition per office per election and the requirement that each page of a nomination petition must be notarized. Mr. Andring was also aware of the lawsuit filed in this action and the claims made therein. Furthermore,

Plaintiff Pool discussed the instant lawsuit with Mr. Andring during the course of their dealings together.

(7) Ron Yoachum, 220 South Home Avenue, Avalon, PA 15202, circulated and/or witnessed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized. Furthermore, Plaintiff Pool may have discussed the instant lawsuit with Mr. Yoachum during the course of their dealings together.

(8) Ed Mason, 155 Main Street, Felton, Pennsylvania 17322, circulated and/or witnessed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized. Furthermore, Plaintiff Pool may have discussed the instant lawsuit with Mr. Mason during the course of their dealings together.

(9) Denise Mason, 155 Main Street, Felton, Pennsylvania 17322, circulated and/or witnessed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized. Furthermore, Plaintiff Pool may have discussed the instant lawsuit with Ms. Mason during the course of their dealings together.

(10) Rick Churra, 600 West College Avenue, Apartment 301, State College, PA 16801, circulated and/or witnessed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized. Furthermore, Plaintiff Pool may have discussed the instant lawsuit with Mr. Churra during the course of their dealings together.

(11) Andy Maul (no address yet available, when address has been obtained a supplemental answer will be served) based on information and belief a resident of Pittsburgh, Pennsylvania, 412-478-9082, circulated and/or witnessed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized. Furthermore, Plaintiff Pool may have discussed the instant lawsuit with Mr. Maul during the course of their dealings together.

(12) Milton Lukens (no address yet available, when address has been obtained a supplemental answer will be served) 703-869-1421 resident based on information and belief in Virginia, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized. Furthermore, Plaintiff Pool may have discussed the instant lawsuit with Mr. Lukens during the course of their dealings together.

(13) Andy Jacobs, 3403 Hawthorne Drive, Camp Hill, Pennsylvania 17011, 702-785-4738, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized. Furthermore, Plaintiff Pool discussed the instant lawsuit with Mr. Jacobs during the course of their dealings together.

(14) Michael Alexander (no address yet available, when address has been obtained a supplemental answer will be served) 617-987-1144 resident based on information and belief in Massachusetts, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized. Furthermore, Plaintiff Pool may have discussed the instant lawsuit with Mr. Alexander during the course of their dealings together.

(15) Brian Lyyra (no address yet available, when address has been obtained a supplemental answer will be served) resident based on information and belief in Massachusetts, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized. Furthermore, Plaintiff Pool may have discussed the instant lawsuit with Mr. Lyyra during the course of their dealings together.

(16) Jim Edwards (no address yet available, when address has been obtained a supplemental answer will be served) 814-883-6756, circulated and/or witnessed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized. Furthermore, Plaintiff Pool may have discussed the instant lawsuit with Mr. Edwards during the course of their dealings together.

(17) Mike Jennings, c/o Mary Outing, 9828 Dauphine Drive, Charlotte, NC 28216, 818-643-9713, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized. Furthermore, Plaintiff Pool discussed the instant lawsuit with Mr. Jennings during the course of their dealings together.

(18) Jake Witmer, 6402 Hampton Drive, Anchorage, AK 99504 (physical address)/1319 Everett Avenue, Des Plaines, Illinois 60018 (mailing address) 701-204-3215, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized. Furthermore, Plaintiff Pool discussed the instant lawsuit with Mr. Witmer during the course of their dealings together.

(19) Mark Gailey, 105 Forest Street, Apartment #1, Berea Kentucky 40403, 859-979-0389, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized. Furthermore, Plaintiff Pool discussed the instant lawsuit with Mr. Gailey during the course of their dealings together.

3. Identify all witnesses you expect or intend to call at the time of the trial.

Response: Plaintiffs object to this interrogatory on the basis that Plaintiffs Pool and Benezet Consulting have not yet determined each and every witness that they may call to testify at any hearing, trial or for any dispositive motions or in opposition to any dispositive motions, as it is too early in the discovery process to make such determinations. However, subject to the foregoing objection and reserving the right to expand the following list of witnesses, Plaintiffs currently intend on calling the following as witnesses at any hearing, trial or in favor of any dispositive motions or to oppose any dispositive motions:

- (1) Plaintiff Trenton Pool, 3800 Creek Road, Dripping Springs, TX 78620;**
- (2) Carl Romanelli, 344 South Franklin Street, Wilkes-Barre, Pennsylvania;**
- (3) Andrew Jacobs, 3403 Hawthorne Drive, Camp Hill, PA 17011;**
- (4) Jake Witmer, 6402 Hampton Drive, Anchorage, AK 99504; 1319 Everett Avenue, Des Plaines, Illinois 60018;**
- (5) Mark Gailey, 105 Forest Street, Apartment #1, Berea, Kentucky 40403;**
- (6) Plaintiff Carol Love**
- (7) Defendant Jonathan Marks**
- (8) Edee Baggett (aka Mary E. Baggett, National Ballot Access, 925 Hillary Lane, Lawrenceville, GA 30043-6698.**
- (9) Michael Alexander, 617-987-1144**
- (10) Bob Lynch, 804-397-4771**

4. Identify all exhibits you may use at any hearing and trial of this matter.

Response: Plaintiffs object to this interrogatory on the basis that Plaintiffs Pool and Benezet Consulting have not yet determined each and every exhibit that may be used at any hearing, trial or in favor of any dispositive motions or in opposition to any dispositive motions, as it is too early in the discovery process to make such determinations. However, subject to the foregoing objection and reserving the right to expand the following list of exhibits, Plaintiffs currently intend on using the

following exhibits at any hearing, trial or in favor or opposition to any dispositive motions that might be filed:

(1) 2016 Pennsylvania Nomination Petition;

(2) 2016 Pennsylvania Nomination Paper;

(3) 2016 Cruz Contract by and between Cruz campaign and Benezet Consulting, LLC, as executed by Plaintiff Pool.

5. Describe with particularity each and every injury you have suffered as a result of the conduct complained of in the complaint. The term "injury" includes physical, mental and monetary damage to you. For each such injury, identify and describe how the injury occurred, the monetary value of such injury, whether you paid any monies on account of the injury and, if so to whom, how much and when.

Response: Plaintiffs are only seeking prospective equitable relief from the challenged provisions of the Pennsylvania Election Code and Defendants' continued enforcement of the challenged provisions in clear violation of rights guaranteed under the First and Fourteenth Amendments to the United States Constitution by impairing and limiting plaintiffs' ability to communicate and associate with more voters and more candidates in Pennsylvania and limiting plaintiffs' political speech and ability to advance the political messages of the candidates he supports, as set forth more specifically in Plaintiffs Second Amended Complaint. Plaintiffs do not seek monetary relief, as no such relief is available under current jurisprudence. However, Plaintiffs have suffered significant economic harm in the following ways: (1) required to pay compensation to Pennsylvania witnesses to execute nomination petitions circulated by out-of-state residents; (2) lost Rand Paul contract due to the higher costs imposed on out-of-state circulators needing to circulate nomination petition with in-state residents; (3) lost Trump contract, valued at \$5,000-\$6,000, when Plaintiff Pool contacted the local Allegheny Republican Committee for help in locating witnesses to assist in the petition drive with out-of-state circulators because Trump campaign did not trust local GOP committees, as Plaintiff Pool would not have had to contact the local party for help in finding in-state witnesses had the out-of-state witness restriction not been in force; (4) was required to pay an additional \$500 to a Pennsylvania witness who extorted and demanded an additional \$500 over and above the agreed upon witness fee when the witness and circulator were at the notary public to execute the nomination petition; (5) Was not able to complete Cruz petition in one Congressional District because the witness used in that Congressional District would talk to herself in front of prospective registered qualified electors asked to sign the Cruz nomination petition, forcing Plaintiff Pool to pull the circulator out of that Congressional District, costing Plaintiffs Benezet Consulting and Pool the economic value of the signatures needed to be gathered in that Congressional District; (6) the additional time and costs needed to circulate nomination petitions for extended periods of time because the challenged provision of the Pennsylvania Election Code prevents registered qualified electors from signing more than one nomination petition per election cycle for the same office; (7) the costs of notarizing each and every page of the nomination petitions circulated by Plaintiffs Benezet

Consulting and Pool; (8) lost revenue during that period of time that Plaintiffs Benezet Consulting and Pool were in Pennsylvania ready to circulate nomination petitions but could not because Plaintiffs had not secured the services of in-state witnesses for Plaintiffs' out-of-state circulators; and (9) the economic/monetary costs of advertising for in-state Pennsylvania witnesses.

6. Please identify all expert witnesses that you may call at any hearing or trial of this matter and indicate whether such expert witnesses will be proffered for liability or damages.

Response: None.

7. Please identify all cases, since January 1, 2010, in which your identified expert witnesses have testified and include whether they have testified on liability or damages or for the Plaintiff or for the Defense.

Response: None.

8. Please identify all documents reviewed by your experts in connection with the preparation of any expert report or expert testimony.

Response: None.

9. Please describe with particularity all of the expert's opinions and conclusions and the basis for them, including all facts and documents relied on.

Response: Not applicable.

10. Provide a calculation of all damages sought from Defendants.

Response: Plaintiffs do not seek economic damages from Defendants, but actual economic harm likely exceeds \$10,000.

11. Are you claiming any loss of earnings or income? If so, state the total amount, how it is computed and whether it is the total claimed or only the total to date.

Response: Plaintiffs do not seek loss earnings or income, but actual economic loss as a direct and proximate result of the challenged provisions of the Pennsylvania Election Code likely exceed \$10,000.

12. Identify all persons who witnessed any of the alleged events described in your Second Amended Complaint and please identify what events each person witnesses.

Response:

(1) Vonn Andring, Principal, Big Table Strategies, LLC, www.bigtablestrategies.com, P.O.Box 25384, Houston, Texas. Mr. Andring was the Pennsylvania Political Director for Cruz for President. Mr. Andring, as the director of the Cruz 2016 petition drive in Pennsylvania would have complete knowledge as to the out-of-state witness restriction for the circulation of nomination petitions, the prohibition of registered qualified electors from signing more than one nomination petition per office

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(9) Andy Jacobs (no address yet available, when address has been obtained a supplemental answer will be served) 702-785-4738 resident based on information and belief in Nevada, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

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(11) Brian Lyyra (no address yet available, when address has been obtained a supplemental answer will be served) resident based on information and belief in Massachusetts, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(12) Jim Edwards (no address yet available, when address has been obtained a supplemental answer will be served) 814-883-6756, circulated and/or witnessed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(13) Mike Jennings, c/o Mary Outing, 9828 Dauphine Drive, Charlotte, NC 28216, 818-643-9713, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(14) Jake Witmer, 6402 Hampton Drive, Anchorage, AK 99504 (physical address)/1319 Everett Avenue, Des Plaines, Illinois 60018 (mailing address) 701-204-3215, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(15) **Mark Gailey, 105 Forest Street, Apartment #1, Berea Kentucky 40403, 859-979-0389, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.**

(16) **Lowman Henry, 453 Springlake Road, Harrisburg, PA 17112 assisted in the filing of Cruz 2016 nomination petitions (after they were signed, executed and notarized).**

(17) **Justin Freyermuth, Pennsylvania resident, democrat witness for Rocky De La Fuente nomination petitions. Observed the witness process. Address is currently not known to Plaintiffs. As part of Plaintiffs' ongoing discovery, Plaintiffs will file a supplemental response to this interrogatory when this address becomes known to Plaintiffs.**

(18) **William Trautman, Pennsylvania resident, democrat witness for Rocky De La Fuente nomination petitions. Observed the witness process. Address is currently not known to Plaintiffs. As part of Plaintiffs' ongoing discovery, Plaintiffs will file a supplemental response to this interrogatory when this address becomes known to Plaintiffs.**

(19) **Charles McConville, Pennsylvania resident, democrat witness for Rocky De La Fuente nomination petitions. Observed the witness process. Address is currently not known to Plaintiffs. As part of Plaintiffs' ongoing discovery, Plaintiffs will file a supplemental response to this interrogatory when this address becomes known to Plaintiffs.**

(20) **Ashley Waner, Pennsylvania resident, democrat witness for Rocky De La Fuente nomination petitions. Observed the witness process. Address is currently not known to Plaintiffs. As part of Plaintiffs' ongoing discovery, Plaintiffs will file a supplemental response to this interrogatory when this address becomes known to Plaintiffs.**

(21) **Jovan Brown, Pennsylvania resident, democrat witness for Rocky De La Fuente nomination petitions. Observed the witness process. Address is currently not known to Plaintiffs. As part of Plaintiffs' ongoing discovery, Plaintiffs will file a supplemental response to this interrogatory when this address becomes known to Plaintiffs.**

(22) **Lauren Green, Pennsylvania resident, democrat witness for Rocky De La Fuente nomination petitions. Observed the witness process. Address is currently not known to Plaintiffs. As part of Plaintiffs' ongoing discovery, Plaintiffs will file a supplemental response to this interrogatory when this address becomes known to Plaintiffs.**

13. In your Second Amended Complaint, you make reference to persons whom you claim were going to provide signature collection services (and/or who did provide signature collection services) for you either on a paid basis or on a volunteer basis. Identify each of those persons and provide current addresses for them so that they may be subpoenaed to testify at a deposition and/or trial and so that they can be commanded to provide documents in their possession relating to the services they were going to provide to you.

Response:

- (1) Ron Yoachum, 220 South Home Avenue, Avalon, PA 15202, circulated and/or witnessed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.
- (2) Ed Mason, 155 Main Street, Felton, Pennsylvania 17322, circulated and/or witnessed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.
- (3) Denise Mason, 155 Main Street, Felton, Pennsylvania 17322, circulated and/or witnessed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.
- (4) Rick Churra, 600 West College Avenue, Apartment 301, State College, PA 16801, circulated and/or witnessed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.
- (5) Andy Maul (no address yet available, when address has been obtained a supplemental answer will be served) based on information and belief a resident of Pittsburgh, Pennsylvania, 412-478-9082, circulated and/or witnessed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.
- (6) Milton Lukens (no address yet available, when address has been obtained a supplemental answer will be served) 703-869-1421 resident based on information and belief in Virginia, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.
- (7) Andy Jacobs (no address yet available, when address has been obtained a supplemental answer will be served) 702-785-4738 resident based on information and belief in Nevada, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.
- (8) Michael Alexander (no address yet available, when address has been obtained a supplemental answer will be served) 617-987-1144 resident based on information and belief in Massachusetts, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and

are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(9) Brian Lyyra (no address yet available, when address has been obtained a supplemental answer will be served) resident based on information and belief in Massachusetts, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(10) Jim Edwards (no address yet available, when address has been obtained a supplemental answer will be served) 814-883-6756, circulated and/or witneesed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(11) Mike Jennings, c/o Mary Outing, 9828 Dauphine Drive, Charlotte, NC 28216, 818-643-9713, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(12) Jake Witmer, 6402 Hampton Drive, Anchorage, AK 99504 (physical address)/1319 Everett Avenue, Des Plaines, Illinois 60018 (mailing address) 701-204-3215, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(13) Mark Gailey, 105 Forest Street, Apartment #1, Berea Kentucky 40403, 859-979-0389, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

14. Identify any and all persons whom you have employed or contracted with or used to provide signature collection services for you. The time frame for this interrogatory is January 1, 2010 until present.

Response: Plaintiffs Benezet Consulting and Pool object to this interrogatory to the extent that Defendants' seek the discovery of information which is beyond the scope of this lawsuit, and therefore irrelevant, immaterial, and not reasonably calculated to lead to the discovery of admissible evidence, Plaintiffs' circulation of election petitions in other states under laws not subject to this challenge is irrelevant to the facts and legal merits of the instant action. Plaintiffs also object to this

interrogatory to the extent that it is overly broad, unduly burdensome and calculated to annoy and harass Plaintiffs for defending rights guaranteed to her under the First and Fourteenth Amendments to the United States Constitution by requiring Plaintiffs to search and produce documents from 6 years' worth of records, to the extent they even still exist is, is plainly beyond the scope of this action and would force Plaintiffs to cease from their current employment/business activities in circulating election petitions in multiple states for the 2016 general election ballot. Plaintiffs also object to this interrogatory to the extent Defendants seek information that no longer exists or has otherwise been lost, misplaced, or destroyed as most of the records beyond the 2016 Pennsylvania circulation drive have not been maintained and are no longer in the custody of Plaintiffs nor available to answer this interrogatory. However, subject to and without waiving the foregoing objections, Plaintiffs Benezet Consulting and Pool provide the following:

- (1) Ron Yoachum, 220 South Home Avenue, Avalon, PA 15202, circulated and/or witnessed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.
- (2) Ed Mason, 155 Main Street, Felton, Pennsylvania 17322, circulated and/or witnessed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.
- (3) Denise Mason, 155 Main Street, Felton, Pennsylvania 17322, circulated and/or witnessed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.
- (4) Rick Churra, 600 West College Avenue, Apartment 301, State College, PA 16801, circulated and/or witnessed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.
- (5) Andy Maul (no address yet available, when address has been obtained a supplemental answer will be served) based on information and belief a resident of Pittsburgh, Pennsylvania, 412-478-9082, circulated and/or witnessed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.
- (6) Milton Lukens (no address yet available, when address has been obtained a supplemental answer will be served) 703-869-1421 resident based on information and belief in Virginia, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware

of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(7) Andy Jacobs (no address yet available, when address has been obtained a supplemental answer will be served) 702-785-4738 resident based on information and belief in Nevada, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(8) Michael Alexander (no address yet available, when address has been obtained a supplemental answer will be served) 617-987-1144 resident based on information and belief in Massachusetts, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(9) Brian Lyyra (no address yet available, when address has been obtained a supplemental answer will be served) resident based on information and belief in Massachusetts, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(10) Jim Edwards (no address yet available, when address has been obtained a supplemental answer will be served) 814-883-6756, circulated and/or witnessed nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(11) Mike Jennings, c/o Mary Outing, 9828 Dauphine Drive, Charlotte, NC 28216, 818-643-9713, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(12) Jake Witmer, 6402 Hampton Drive, Anchorage, AK 99504 (physical address)/1319 Everett Avenue, Des Plaines, Illinois 60018 (mailing address) 701-204-3215, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

(13) Mark Galley, 105 Forest Street, Apartment #1, Berea Kentucky 40403, 859-979-0389, circulated nomination petitions for Plaintiffs Benezet Consulting and Pool in 2016 in Pennsylvania and

are aware of the out-of-state circulator restrictions, the prohibition on registered qualified electors signing more than one nomination petition per office per election cycle and the requirement that each paper of a nomination petition be separately executed and notarized.

15. Identify any and all elections that you have tried to collect, or actually collected, signatures and identify the candidate or delegate for whom you collected signatures the state of the election, and the date of the election. The time frame for this interrogatory is January 1, 2010 until the present.

Response: : Plaintiffs Benezet Consulting and Pool object to this interrogatory to the extent that Defendants' seek the discovery of information which is beyond the scope of this lawsuit, and therefore irrelevant, immaterial, and not reasonably calculated to lead to the discovery of admissible evidence, Plaintiffs' circulation of election petitions in other states under laws not subject to this challenge is irrelevant to the facts and legal merits of the instant action. Plaintiffs also object to this interrogatory to the extent that it is overly broad, unduly burdensome and calculated to annoy and harass Plaintiffs for defending rights guaranteed to her under the First and Fourteenth Amendments to the United States Constitution by requiring Plaintiffs to search and produce documents from 6 years' worth of records, to the extent they even still exist is, is plainly beyond the scope of this action and would force Plaintiffs to cease from their current employment/business activities in circulating election petitions in multiple states for the 2016 general election ballot. Plaintiffs also object to this interrogatory to the extent Defendants seek information that no longer exists or has otherwise been lost, misplaced, or destroyed as most of the records beyond the 2016 Pennsylvania circulation drive have not been maintained and are no longer in the custody of Plaintiffs nor available to answer this interrogatory. However, subject to and without waiving the foregoing objections, Plaintiffs Benezet Consulting and Pool provide the following:

Plaintiff Pool in his individual capacity circulated election petitions, to the best of his knowledge, for the following election contests:

- (1) Ron Paul, Pennsylvania, 2012 Primary Election;
- (2) Gary Johnson, Pennsylvania, 2012 General Election;
- (3) Gary Johnson and Jill Stein, Alaska, 2012 General Election;
- (4) New Party nomination petitions for "Americans Elect" Alaska, 2012;
- (5) New Party nomination petitions for "Americans Elect" North Dakota, 2012;
- (6) New Party nomination petitions for "Americans for Limited Government" Oregon, 2008;
- (7) Casino Gaming Referendum petitions, Arkansas, 2012
- (8) Medical Marijuana referendum petitions, Arkansas, 2012

Plaintiff Benezet Consulting, LLC circulated nomination petitions, to the best of its knowledge, for the following election contests:

- (1) **Ted Cruz, Pennsylvania, Illinois, Vermont, Indiana and Rhode Island, 2016 Primary Election;**
- (2) **Rocky De La Fuente, Pennsylvania, Indiana, Wisconsin, Connecticut 2016 Primary Election;**
- (3) **Rand Paul, Indiana, Vermont, Illinois, Rhode Island, 2016 Primary Election;**
- (4) **Rocky De La Fuente, Pennsylvania, Alaska, Ohio (and likely many more states – contract may evolve to include more states) 2016 General Election;**
- (5) **Jill Stein, Virginia, 2016 General Election;**
- (6) **Rick Santorum, Indiana, 2016 Primary Election;**
- (7) **Carly Fiorina, Indiana, 2016 Primary Election;**
- (8) **Ben Carson, Indiana, 2016 Primary Election;**
- (9) **Donald Trump, Indiana, 2016 Primary Election;**
- (10) **Texas Supreme Court candidates, Joe Pool, Sharon McCalley, Robert Talton, Texas, 2014**
- (11) **Alicia Franklin, 330th Family Court Judge, Texas (year unknown);**
- (12) **Houston Equal Rights Ordinance referendum, Texas, 2015;**
- (13) **Leonila Olivares Salazar, Justice of the Peace, District #2 Harris County, Texas, 2014;**
- (14) **Anne Kitchen, Austin City Council, Texas 2016;**
- (15) **Gary Johnson, Ohio, General Election 2016;**
- (16) **Stop the Lone Star Rail Initiative, City of Kyle, Texas, 2016.**

16. In your Second Amended Complaint, you make reference to an outburst. Identify this person (and all witnesses to this alleged outburst) and provide current addresses for them so that they may be subpoenaed to testify at a deposition and/or trial and so they can be commanded to provide documents in their possession relating to the services they were going to provide to you.

Response: Ben Prissette, 412-583-4299. Current address is not known. Subject to continuing discovery efforts, Plaintiffs will file a supplemental answer to this interrogatory when his address is determined.

Respectfully submitted,



Dated: June 16, 2016

Paul A. Rossi, Esq.
IMPG Advocates, Inc.
Attorney for Plaintiffs
Attorney I.D. # 84947
873 East Baltimore Pike, Suite #705
Kennett Square, PA 19348
717.961.8978
Paul-Rossi@comcast.net

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

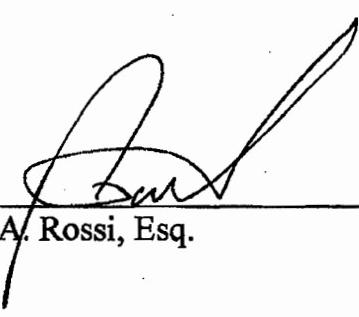
BENEZET CONSULTING, LLC;	:	
TRENTON POOL and CAROL LOVE	:	
	:	CIVIL ACTION
PLAINTIFFS,	:	
	:	No. 1:16-CV-00074
vs.	:	Hon. Yvette Kane
	:	
PEDRO A. CORTÉS, in his official capacity	:	
as the Secretary of the Commonwealth of	:	
Pennsylvania; and JONATHAN MARKS,	:	
in his official capacity as Commissioner,	:	
of the Bureau of Commissions, Elections and	:	
Legislation	:	
	:	
DEFENDANTS.	:	

CERTIFICATE OF SERVICE

The undersigned counsel hereby certifies that on June 16, 2016, he served via first class mail upon the following defendants' legal counsel a true and correct copy of "Plaintiff Pool's Objections and Responses to Defendants' First Set of Interrogatories Directed to Trenton Pool" at the following address:

Kenneth L. Joel, Esq.
Chief Deputy Attorney General
Office of Attorney General
15th Floor, Strawberry Square
Harrisburg, PA 17120

Dated: June 16, 2016


Paul A. Rossi, Esq.

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

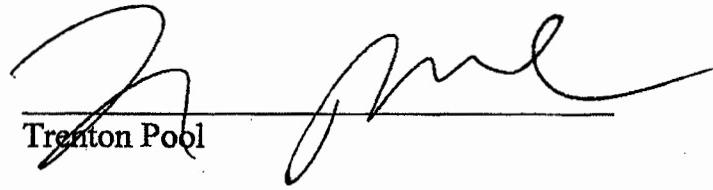
BENEZET CONSULTING, LLC;	:	
TRENTON POOL and CAROL LOVE	:	
PLAINTIFFS,		CIVIL ACTION
vs.	:	No. 1:16-CV-00074
	:	Hon. Yvette Kane
PEDRO A. CORTÉS, in his official capacity	:	
as the Secretary of the Commonwealth of	:	
Pennsylvania; and JONATHAN MARKS,	:	
in his official capacity as Commissioner,	:	
of the Bureau of Commissions, Elections and	:	
Legislation	:	
DEFENDANTS.		

VERIFICATION OF INTERROGATORY ANSWERS

I, Trenton Pool, believe, based on reasonable inquiry, that the foregoing answers are true and correct to the best of my knowledge, information and belief.

I verify, under penalty of perjury, that the foregoing is true and correct.

Dated: June 16, 2016


Trenton Pool

Hey Guys Post this Add - tdonnpool@gmail.com - Gmail

6/11/16, 11:21 PM

the greatwaldoneous@gmail.com

Gmail

[Move to Inbox](#)[COMPOSE](#)**Hey Guys Post this Add****Inbox (8,355)**

Starred

Important

Sent Mail

Drafts (335)

Circles

[Gmail]Trash

[Imap]/Drafts

Campaign - Supreme...

Deleted Messages

Letters to Writers

marakesh

Notes

Personal

Pittsburgh Business ...

Resume/Pedigree

Sent Messages (3)

Travel

More

Trenton Pool <tdonnpool@gmail.com>

Feb 4

to Michael Brian

To Reading/Doylestown/Quakertown PA under Gigs

Also do Erie/State College As well

Thanks!

NEEDED: PA registered Republicans for short term job circulating petitions for president seeking a spot on the PA ballot.

Must be friendly, well-spoken, some political block walking or campaign experience but not necessary. You will be paired with an experienced petition gatherer. Own vehicle preferred.

Earn \$10+ per hour with incentives and bonuses possible. Possibility of future travel states likely if you enjoy and excel at the work.

Please call Trent at the phone number provided to discuss getting started today!
512-784-0132

[Click here to Reply, Reply to all, or Forward](#)

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HOTELS & RESORTS

STATES NO NOT ARIZONA

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- (2) AR
- (3) IA
- (4) IN
- (5) TN
- (6) MA
- (7) ~~AT~~
- (8) NH
- (9) UT
- (10) MS
- (11) AL
- (12) FL
- (13) MN
- (14) WI
- (15) ND
- (16) ~~CA~~
- (17) WA
- (18) AK

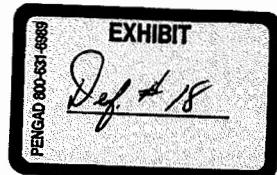
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PA Electors + Petitioners

name	area	cell
Bobby Brown	Phillie	215-600-6456
Brian Easter	McKeesport (pgh)	412-447-5832
John James	Harrisburg	717-963-5691
Crystal Lydic	Harrisburg	724-910-3325
Roberta Dandrea	Harrisburg	717-756-5598
Sam Harris	Harrisburg	717-686-5028
Christina Schaefer	Pittsburgh	412-888-9100
Steve Foulk	Uniontown	724-434-4583
Amy Strauss	Philadelphia	<u>267-602-6927</u>
Jennifer Fetter	Mechanicsburg	717-421-1965
Elizabeth Remrey/Durling		<u>563-321-3489</u>
Carolyn Ciferni I.	Media (del county)	<u>267-595-0949</u>
Kendra	Philadelphia	267-616-0587
Catrina	Pittsburgh	412-652-3190
Jade Garner	Phillie	215-715-4935
David Stauffer	Harrisburg (Dauphin)	
Lisa Tiani	Pittsburgh	412-370-0735
Brett Davison	Pittsburgh	724-612-2229
Theresa Johnson	Phillie	347-324-8429
Megan L. Chuderewicz	Pittsburgh	412-680-6411
	???	267-436-7106
Michael Godwin	Pittsburgh?	412-218-1588
Aja Gaddie	Phillie	267-974-4695
Bart Morgan	Pittsburgh	412-443-1425
Trish		412-580-1190
Barry Logan	Pittsburgh Area	724-516-1037
Tarika Peppers	Phillie	815-923-9176
Alicia	Davenport	563-514-6748
Amber	Phillie	215-594-1037



PA Electors + Petitioners

quenton henderson
Quenton cousin

Rockford

708-477-7761

Bob Lynch
Justin Freyermuth
Andy Jacobs
Kevin Jacobs
Jake Witmer
Milton Lukins
Mark Gailey
Michael Jennings
Edward Mason
Mrs. Edward Mason
Gerald Bundy
Charles Mcconnville
Lauren Green
Andy Maul
Ron Tomczak
Jim Edwards
robert renk

rmrenk@hotmail.com

PA Electors + Petitioners

email	addl info?	dob	status
rocky1112011@hotmail.com	resume	03/20/57	voter
brianeaster@rocketmail.com		10/05/77	voter
jnnjjj			

red042015@gmail.com	
loyalselfmade317@gmail.com	
italianblueeyes75@gmail.com	
<u>stevefoulk@gmail.com</u>	
danceralways@yahoo.com	reg'd

baby_shimmer3@yahoo.com	
cifernic@gmail.com	08/02/65 voter

jade.garner1987@gmail.com	
staufferd1953@gmail.com	
bdp18@pitt.edu	
theresaj50294@gmail.com	sales retail
meganchuderekewicz@gmail.com	

aja.gaddie@gmail.com

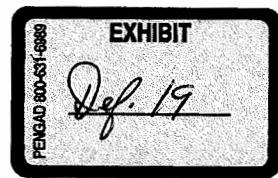
barrylogan48@gmail.com	
tarikapeppers@gmail.com	
mydynamite@gmail.com	
amber10231989@gmail.com	

PA Electors + Petitioners

HOOLIE.EWOL@yahoo.com

From: danceralways@yahoo.com
Subject: February 04, 2016 at 5:48 AM Asia/Calcutta
Date: "tdonnpool@gmail.com" tdonnpool@gmail.com
To:
Hi,-my number(s)-267-288-5640*/267-602-6927
Amy
Philadelphia.PA.19136
64-9 northeast Philadelphia-Mayfair,thank you

D



From: Trenton Pool tdonnpool@gmail.com
Subject: Re:
Date: February 04, 2016 at 6:05 AM Asia/Calcutta
To: Amy Strauss danceralways@yahoo.com

thanks!

Milton and Brian are coming into the state one of them is going to be calling you soon!

On-Wed, Feb 3, 2016 at 7:18 PM, <danceralways@yahoo.com> wrote:

Hi,-my number(s)-267-288-5640*/267-602-6927
Amy
Philadelphia.PA.19136
64-9 northeast Philadelphia-Mayfair,thank you

Trenton Donn Pool
President
Direct: 512-784-0132
Email: tdonnpool@gmail.com

Benezet Consulting, LLC
3800 Creek Rd
Dripping Springs, TX 78620

From: Trenton Pool tdonnpool@gmail.com
Subject: Re:
Date: February 04, 2016 at 12:46 PM Asia/Calcutta
To: Amy Strauss danceralways@yahoo.com, Michael Alexander greatwaledoneous@gmail.com, Brian Lyra blyra09@gmail.com

Hey Amy-

Michael and Brian are going to be in Doylestown and Phillie working with you over the next week. We are finalizing the petitions you will be working on as a team but we should know more tomorrow am. I will make sure they reach out to you they are getting into phillie around 330am and one of them should be good to partner up with you beginning tomorrow evening or friday am working every day until the job is completed!

Thanks!

On Wed, Feb 3, 2016 at 7:18 PM, <danceralways@yahoo.com> wrote:

Hi,-my number(s)-267-288-5640*/267-602-6927
Amy
Philadelphia.PA.19136
64-9 northeast Philadelphia-Mayfair,thank you

--
Trenton Donn Pool

President
Direct: 512-784-0132
Email: tdonnpool@gmail.com

Benezet Consulting, LLC
3800 Creek Rd
Dripping Springs, TX 78620

D

From: danceralways@yahoo.com
Subject: Re:
Date: February 12, 2016 at 8:51 PM Asia/Calcutta
To: Trenton Pool tdonnpool@gmail.com

Hi,just waiting for pay from 2 days and 14 petitions,that I got noterized,thanks

On Friday, February 12, 2016 10:20 AM, "danceralways@yahoo.com" <danceralways@yahoo.com> wrote:

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On Wednesday, February 3, 2016 7:18 PM, "danceralways@yahoo.com" <danceralways@yahoo.com> wrote:

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64-9 northeast Philadelphia-Mayfair,thank you

From: Trenton Pool tdonnpool@gmail.com
Subject: Re:
Date: February 12, 2016 at 11:08 PM Asia/Calcutta
To: "danceralways@yahoo.com" danceralways@yahoo.com

We will get them this weekend

On Feb 12, 2016, at 10:21 AM, <danceralways@yahoo.com> <danceralways@yahoo.com> wrote:

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Philadelphia.PA.19136
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From: Trenton Pool tdonnpool@gmail.com
Subject: Re:
Date: February 15, 2016 at 10:34 AM Asia/Calcutta
To: "danceralways@yahoo.com" danceralways@yahoo.com

Hey Amy do you have the petitions yo got notarized?

On Fri, Feb 12, 2016 at 12:38 PM, Trenton Pool <tdonnpool@gmail.com> wrote:
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On Feb 12, 2016, at 10:21 AM, <danceralways@yahoo.com> <danceralways@yahoo.com> wrote:

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To: "danceralways@yahoo.com" danceralways@yahoo.com

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Direct: 512-784-0132
Email: tdonnpool@gmail.com

Benezet Consulting, LLC
3800 Creek Rd
Dripping Springs, TX 78620

D

From: danceralways@yahoo.com
Subject: Re:
Date: February 15, 2016 at 12:52 PM Asia/Calcutta
To: Trenton Pool tdonnpool@gmail.com

I have my bank surveillance ,brian/mike took petitions with them,I do not understand the delay.

On Monday, February 15, 2016 12:04 AM, Trenton Pool <tdonnpool@gmail.com> wrote:

Hey Amy do you have the petitions yo got notarized?

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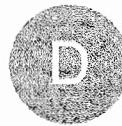
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Trenton Donn Pool

President
Direct: 512-784-0132
Email: tdonnpool@gmail.com

Benezet Consulting, LLC
3800 Creek Rd
Dripping Springs, TX 78620

From: danceralways@yahoo.com
Subject: Re:
Date: February 16, 2016 at 5:57 AM Asia/Calcutta
To: Trenton Pool tdonnpool@gmail.com



received,thank you

On Monday, February 15, 2016 7:26 PM, "danceralways@yahoo.com" <danceralways@yahoo.com> wrote:

Received,thank you

On Monday, February 15, 2016 2:22 AM, "danceralways@yahoo.com" <danceralways@yahoo.com> wrote:

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--
Trenton Donn Pool

President

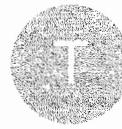
Direct: 512-784-0132

Email: tdonnpool@gmail.com

Benezet Consulting, LLC

3800 Creek Rd

Dripping Springs, TX 78620



From: Trenton Pool tdonnpool@gmail.com
Subject: Re:
Date: February 16, 2016 at 6:32 AM Asia/Calcutta
To: "danceralways@yahoo.com" danceralways@yahoo.com

No problem

On Feb 15, 2016, at 7:27 PM, <danceralways@yahoo.com> <danceralways@yahoo.com> wrote:

received,thank you

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Benezet Consulting, LLC
3800 Creek Rd
Dripping Springs, TX 78620

as DISC 6/16
D

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

BENEZET CONSULTING, LLC;	:	
TRENTON POOL and CAROL LOVE	:	
 PLAINTIFFS,	:	CIVIL ACTION
 vs.	:	 No. 1:16-CV-00074
	:	 Hon. Yvette Kane
 PEDRO A. CORTÉS, in his official capacity	:	 RECEIVED
as the Secretary of the Commonwealth of	:	 RECEIVED
Pennsylvania; and JONATHAN MARKS,	:	
in his official capacity as Commissioner,	:	
of the Bureau of Commissions, Elections and	:	
Legislation	:	
	:	JUN 21 2016
 DEFENDANTS.	:	

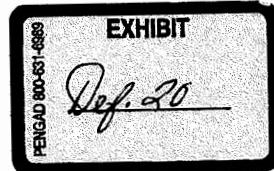
Office of Attorney General
Litigation Section

**PLAINTIFF LOVE'S RESPONSES TO DEFENDANTS' FIRST SET OF
INTERROGATORIES DIRECTED TO CAROL LOVE**

1. *Identify all persons who, to your knowledge or information, have information relevant to and relating to Plaintiff's claims against Defendants. For each such person, list and describe the information or knowledge possessed and how the person acquired such information or knowledge.*

Response: No individual has any information relevant to and relating to Plaintiff Love's claims against Defendants. Plaintiff Love has not engaged in any non-privilege communication with any third party with respect to her claims against Defendants.

2. *Identify each and every person, excluding legal counsel, by name, address and telephone number to whom you have spoken or otherwise communicated concerning this action, and any of the claims within this action, or any of the facts giving rise to the claims in this action. For each individual identified, state the date(s) of the communication, the method of communication, those present during the conversation, and describe in detail the entire communication including all facts obtained from the other individual relevant to any of the claims set forth in this action.*



Response: No individual has any information relevant to and relating to Plaintiff Love's claims against Defendants. Plaintiff Love was not engaged in any non-privilege communication with any third party with respect to her claims against Defendants.

3. *Identify all witnesses you expect or intend to call at the time of the trial.*

Response: Plaintiff Love will call Carl Romanelli, 344 South Franklin Street, Wilkes-Barre, Pennsylvania and Trenton Pool, 3800 Creek Road, Dripping Springs, Texas, 78620.

4. *Identify all exhibits you may use at any hearing and trial of this matter.*

Response: Commonwealth of Pennsylvania's 2016 nomination petition.

5. *Describe with particularity each and every injury you have suffered as a result of the conduct complained of in the complaint. The term "injury" includes physical, mental and monetary damage to you. For each such injury, identify and describe how the injury occurred, the monetary value of such injury, whether you paid any monies on account of the injury and, if so to whom, how much and when.*

Response: Plaintiff has suffered impairment of her First Amendment rights as Defendants' enforcement of the challenged statute prohibiting out-of-state circulators to circulate and execute nomination petitions is the direct and proximate cause of Plaintiff not being afforded the desired opportunity to exercise rights guaranteed to her under the First and Fourteenth Amendments to the United States Constitution to sign a nomination petition for the candidates of her choosing in her party's primary. Plaintiff seek prospective equitable relief only, so that in the future she may sign nomination petitions circulated by out-of-state circulators and sign as many nomination petitions for candidates seeking her party's nomination as she desires. Plaintiff Love has suffered no economic injury and paid no monies on account of her constitutional injury.

6. *Please identify all expert witnesses that you may call at any hearing or trial of this matter and indicate whether such expert witnesses will be proffered for liability or damages.*

Response: None.

7. *Please identify all cases, since January 1, 2010, in which your identified expert witnesses have testified and include whether they have testified on liability or damages or for the Plaintiff or for the Defense.*

Response: Not applicable.

8. *Please identify all documents reviewed by your experts in connection with the preparation of any expert report or expert testimony.*

Response: Not applicable.

9. Please describe with particularity all of the expert's opinions and conclusions and the basis for them, including all facts and documents relied on.

Response: Not applicable.

10. Provide a calculation of all damages sought from Defendants.

Response: Not applicable. As is clear from the face of Plaintiffs' Second Amended Complaint, no economic damages are sought from Defendants.

11. Are you claiming any loss of earnings or income? If so, state the total amount, how it is computed and whether it is the total claimed or only the total to date.

Response: No.

12. Identify all persons who witnesses [sic] any of the alleged events described in your Second Amended Complaint and please identify what events each person witnesses.

Response: Plaintiff was aware that a circulator intended to seek her signature for one of the candidates for President of the United States during February 2016, but none was presented for her signature. Plaintiff, learned after the fact, that the circulator who intended to travel to Lancaster County to circulate nomination petitions in Mountville did not seek her signature for the sole reason that he was not able to secure an in-state witness in Lancaster County to witness and execute the nomination petition for Senator Cruz in Lancaster County, so the effort was abandoned. No other individual presented themselves to Plaintiff Love in 2016 to afford her the opportunity to sign a nomination petition for one or more of the candidates that she deemed acceptable to place on the Commonwealth's 2016 Republican Presidential Primary Election.

13. In your Second Amended Complaint, you make reference to persons whom you claim were going to provide signature collection services (and/or who did provide signature collection services) for you either on a paid basis or on a volunteer basis. Identify each of those persons and provide current addresses for them so that they may be subpoenaed to testify at a deposition and/or trial and so that they can be commanded to provide documents in their possession relating to the services they were going to provide to you.

Response: Plaintiff never had contact with the out-of-state circulator who intended to travel to Mountville to circulate nomination petitions(s) for one or more Republican Presidential candidates. After the fact, Plaintiff is now aware that the individual who intended to travel to Mountville to circulate nomination petitions for Republican Presidential candidate(s) was Plaintiff Trenton Pool.

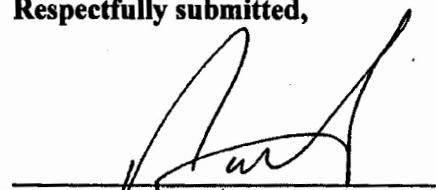
14. Identify any and all nominating petitions that you have signed including, without limitation, the candidate for whom you signed and the election when you signed. The time frame for this interrogatory is January 1, 2010 until the present.

Response: To the best of Plaintiff Love's recollection, Plaintiff Love signed the Republican nomination petition of William Genetti in February 2015. William Genetti was a candidate for the Republican nomination for Magisterial District Judge from district 02-1-03 covering Columbia and Mountville boroughs and West Hempfield Township in Lancaster County, Pennsylvania.

15. *In your Second Amended Complaint, you make reference to an outburst. Identify this person (and all witnesses to this alleged outburst) and provide current addresses for them so that they may be subpoenaed to testify at a deposition and/or trial and so they can be commanded to provide documents in their possession relating to the services they were going to provide to you.*

Response: The Second Amended Complaint does not aver that Plaintiff Love was a witness to the "outburst" referenced in the above interrogatory. Plaintiff Love has no information or knowledge with respect to this event.

Respectfully submitted,



Paul A. Rossi, Esq.
IMPG Advocates, Inc.
Attorney for Plaintiffs
Attorney I.D. # 84947
873 East Baltimore Pike, Suite #705
Kennett Square, PA 19348
717.961.8978
Paul-Rossi@comcast.net

Dated: June 16, 2016

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

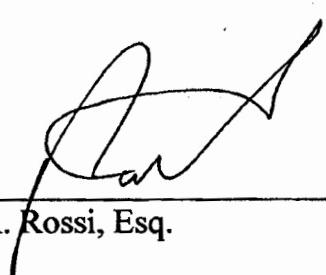
BENEZET CONSULTING, LLC;	:	
TRENTON POOL and CAROL LOVE	:	
	:	CIVIL ACTION
PLAINTIFFS,	:	
	:	No. 1:16-CV-00074
vs.	:	Hon. Yvette Kane
	:	
PEDRO A. CORTÉS, in his official capacity	:	
as the Secretary of the Commonwealth of	:	
Pennsylvania; and JONATHAN MARKS,	:	
in his official capacity as Commissioner,	:	
of the Bureau of Commissions, Elections and	:	
Legislation	:	
	:	
DEFENDANTS.	:	

CERTIFICATE OF SERVICE

The undersigned counsel hereby certifies that on June 16, 2016, he served, via First Class mail, upon the following defendants' legal counsel a true and correct copy of "Plaintiff Love's Responses to Defendants' First Set of Interrogatories Directed to Carol Love" at the following address:

Kenneth L. Joel, Esq.
Chief Deputy Attorney General
Office of Attorney General
15th Floor, Strawberry Square
Harrisburg, PA 17120

Dated: June 16, 2016


Paul A. Rossi, Esq.

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

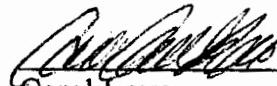
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	:	
	:	No. 1:16-CV-00074
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Pennsylvania; and JONATHAN MARKS,	:	
in his official capacity as Commissioner,	:	
of the Bureau of Commissions, Elections and	:	
Legislation	:	
	:	
DEFENDANTS.		
	:	

VERIFICATION OF INTERROGATORY ANSWERS

I, Carol Love, believe, based on reasonable inquiry, that the foregoing answers are true and correct to the best of my knowledge, information and belief.

I verify, under penalty of perjury, that the foregoing is true and correct.

Dated: June 16, 2016


Carol Love